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**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16/06/2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website [RM6100 Technology Services 3](#). The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan – Not Used
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software – Not Used
8. Attachment 7 – Financial Distress;
9. Attachment 8 – Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses
13. Appendix A – Phoenix-DDaT24164-AW5.2_Price Schedule v3.xlsx (see separate document)
14. Appendix B – DDaT24164-Appendix B_devices.xlsx (see separate document)

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).



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Section A General information

Contract Details	
Contract Reference:	DDaT24164
Contract Title:	3rd Party Hardware Support
Contract Description:	3 rd Party Maintenance Support contract for a range of devices no longer covered by their OEM support. This would be break/fix contract and have the appropriate level of support to keep business services running.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£183,292.20 Ex VAT
Estimated Year 1 Charges:	
Commencement Date: this should be the date of the last signature on Section E of this Order Form	30th June 2024

Buyer details	
Buyer organisation name UK Shared Business Services Ltd	
Billing address Your organisation's billing address - please ensure you include a postcode Polaris House, North Star Avenue, Swindon, England, SN2 1FF	
Buyer representative name The name of your point of contact for this Order [REDACTED]	
Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract. [REDACTED]	
Buyer Project Reference Please provide the customer project reference number. DDaT24164	



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Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement
Phoenix Software Limited

Supplier address

Supplier's registered address

Blenheim House, York Road, Pocklington, York, Yorkshire, United Kingdom, YO42 1NS

Supplier representative name

The name of the Supplier point of contact for this Order

[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

N/A

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable

Guarantor Registered Address

Guarantor's registered address

Not Applicable

Section B



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Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input checked="" type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months
36

Extension Period (Optional) Months
N/A

Minimum Notice Period for exercise of Termination Without Cause **30**
(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

Polaris House, North Star Avenue, Swindon SN2 1FF



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Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

Please see listed in Appendix B – DDaT24164-Appendix B_devices.xlsx (separate document)

- Due to the nature of the services, each year this list will need truing to add and remove in scope devices throughout the term.
- No other buyer assets required. [REDACTED] are providing spare parts and labour to deliver this service for the duration of the contract. If the buyer has spare assets and they would like [REDACTED] to hold these spares for the customer within one of the spares locations, then this can be discussed / confirmed during the transition call.

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

ISO 27001 certification as detailed in the Specification

Buyer Security Policy /ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

Please see attached Appendix C



Appendix C -
Information security

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Not Applicable

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

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Goods

Guidance Note: list any Goods and their prices.

Not Applicable

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>

Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input checked="" type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below



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	Tick as applicable
	<input checked="" type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

Supplier will work with the CA on the completion of an adequate Security Management plan within 20 days from the contract commencement.

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not Applicable

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Required Security Clearance checks to be carried out on all staff that will have access to a live system during the Contract.

Resources must have BPSS as a minimum.

Additional Clause C3 (Collaboration Agreement)



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Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not Applicable



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Section D - Supplier Response

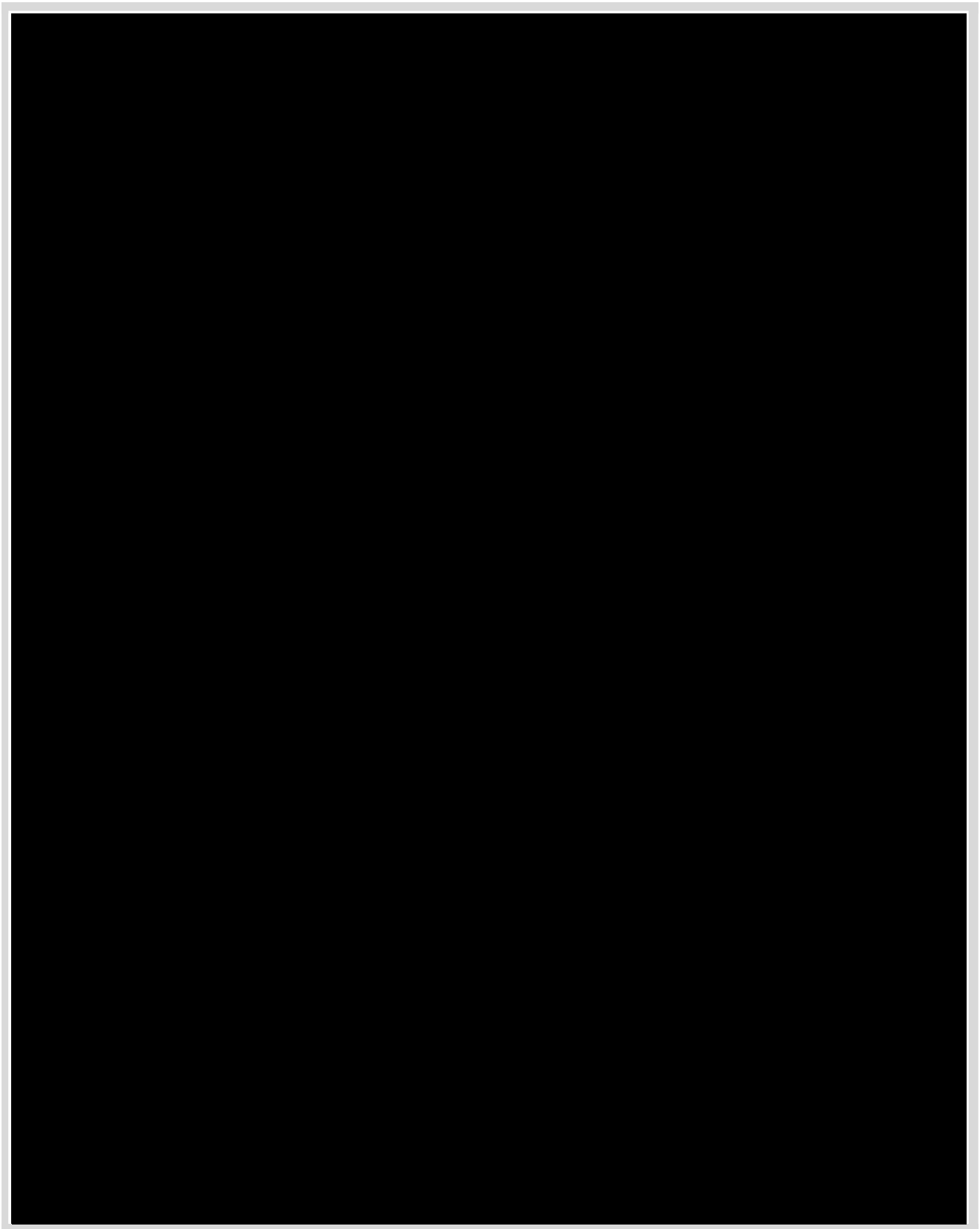
Commercially Sensitive information Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Response to question PROJ1.2 - Approach and Methodology:

A large black rectangular box covering the entire response area, indicating that the content has been redacted.

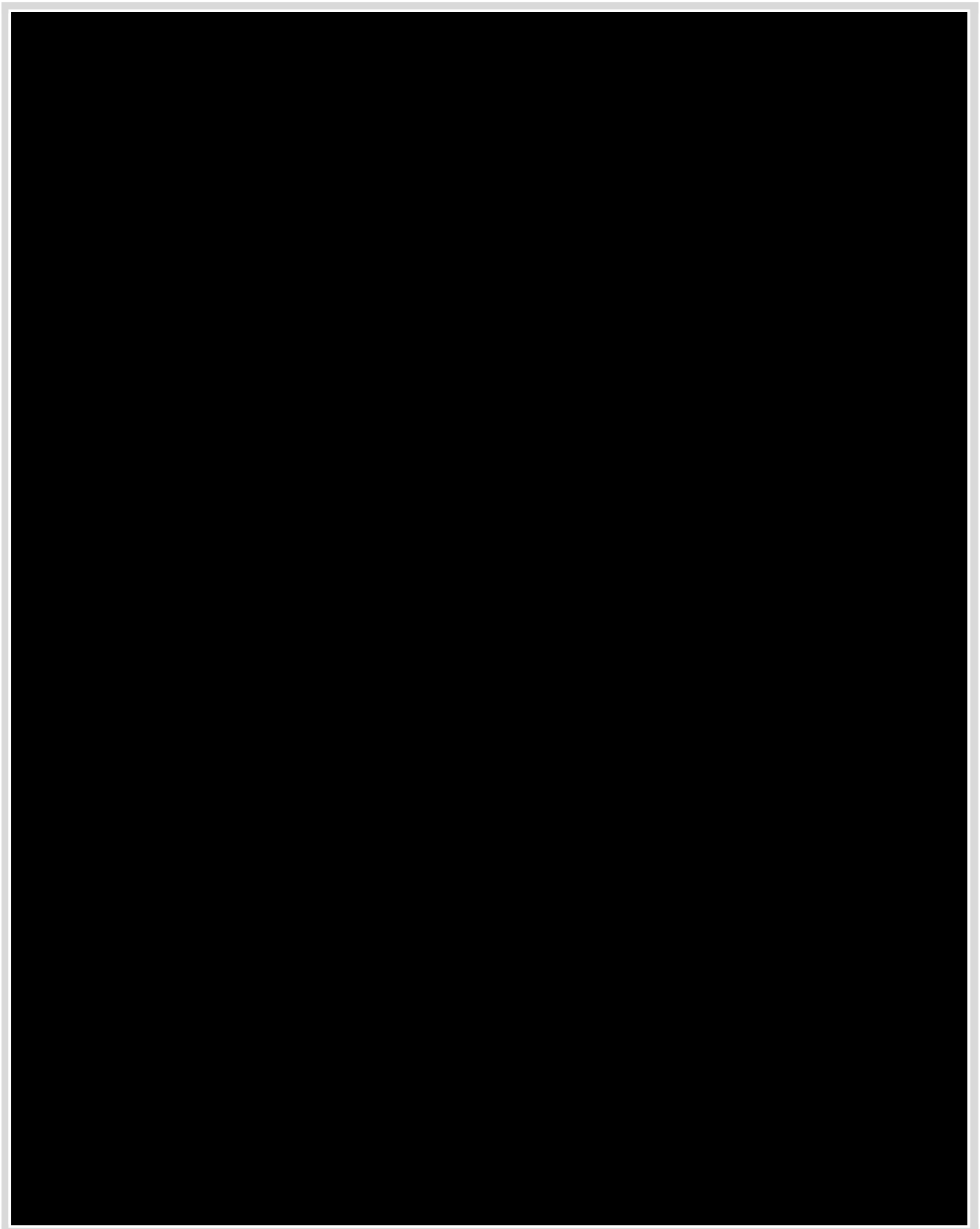


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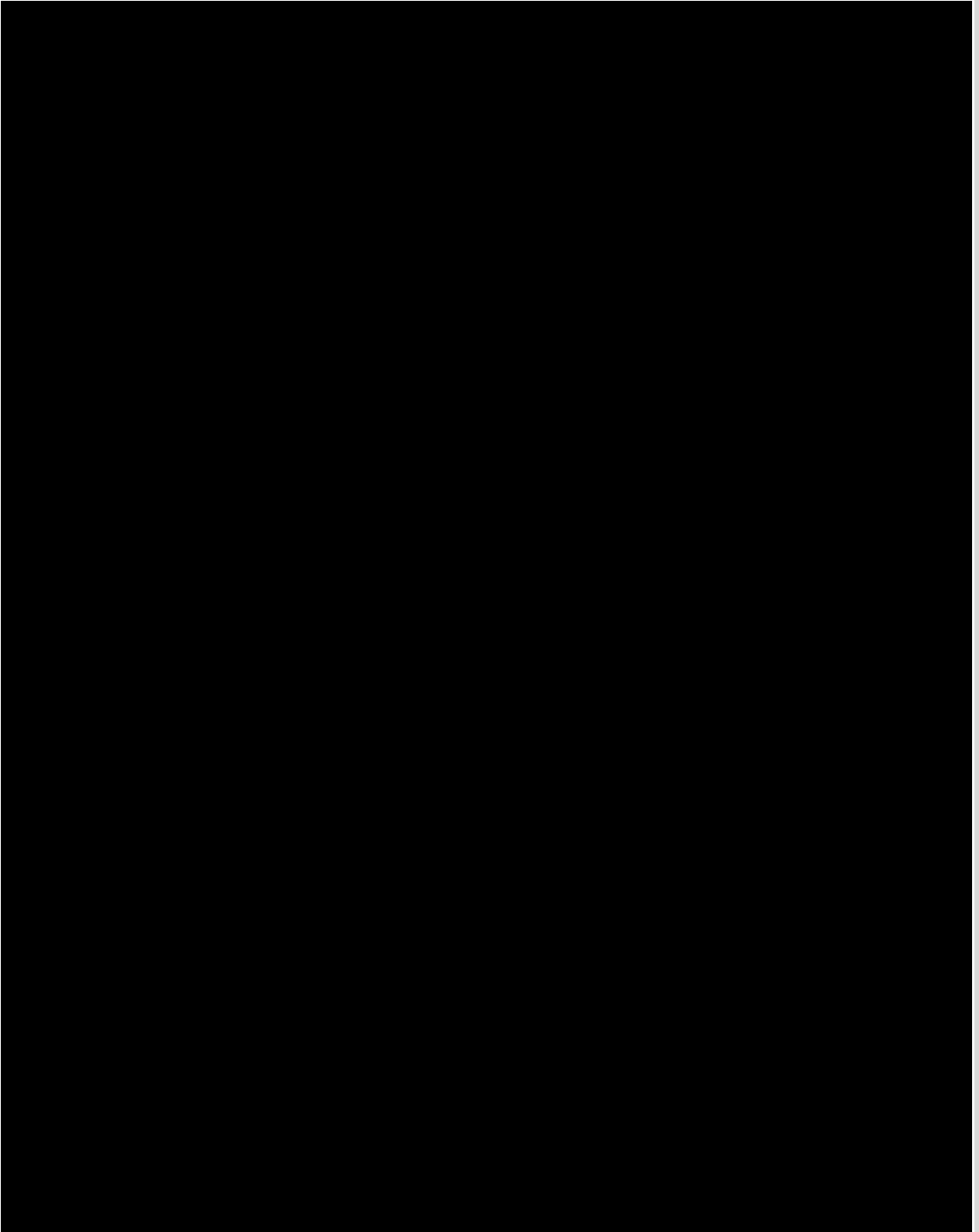


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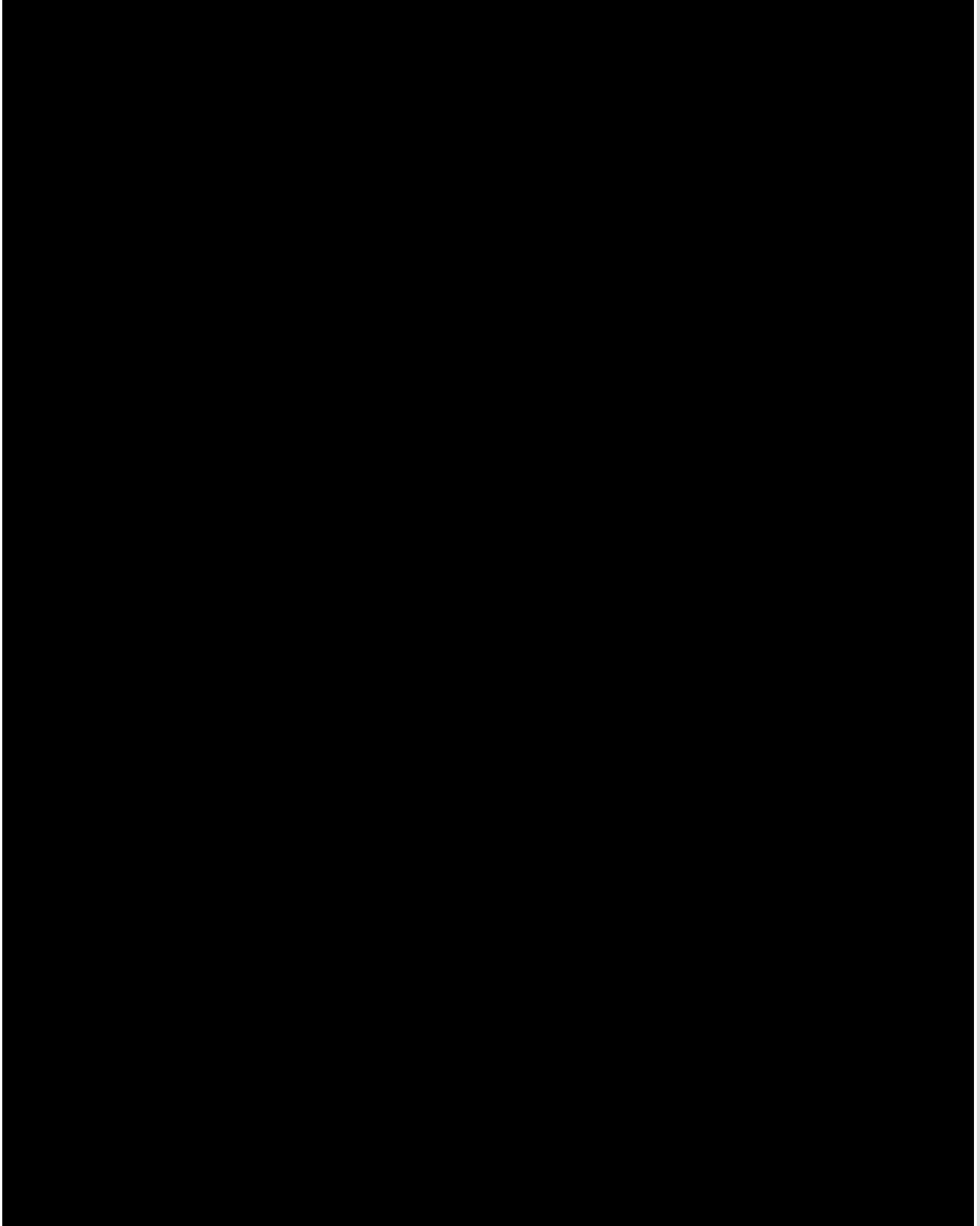
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Response to question PROJ1.3 - Technical Support:





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Response Question PROJ1.4 - Maintenance and Support:

[Redacted content]



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Section E Contract Award


This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name		
Job role/title		
Signature		
Date	04/07/2024	

For and on behalf of the Buyer

Name		
Job role/title		
Signature		
Date	05/07/2024	



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Attachment 1 – Services Specification

1. Introduction:

UKSBS has a requirement for 3rd Party Hardware Maintenance Support contract for a range of devices no longer covered by their OEM support.

The current support of 3rd Party Maintenance Support runs out on 29/06/24 and new contract is required to enable continuity of the service.

Due to the nature of the requirement, there needs to be flexibility in the contract for additional devices which may need to be supported through the term agreed and therefore these may need to be added later.

As a minimum, each year the list will need truing, but throughout the contract period there should be an agreed process to remove and add assets. For example - The ability to add items when required, a quote should be available within a week, and support active within a 48-hour period of accepting the quote, as well as the ability to remove items by giving 30 days' notice receiving full refund, or credit on the account.

The items removed from the list shall not incur any charge in the subsequent contracting years.

2. Aims:

The main aim of the exercise is to ensure that the critical hardware devices that are no longer covered by their OEM support are covered by a 3rd party break/fix contract and have the appropriate level of support to keep business services running.

3. Objectives:

To provide 3rd Party Maintenance Support Services to a range of devices to reduce any impact to the business from hardware issues or failure.

The success of this process will result in a single point of contact for Hardware support with a competent reliable supplier. There are no current challenges experienced that would not be improved by the consolidation of this support service.

The new supplier is expected to provide support from the date stipulated below, as continuity if the support must be ensured once the current contract expires.

4. Background to the Requirement:

UKSBS currently have a range of 3rd Party support contract, which are due to expire soon and with this exercise to be combining the Service into one contract.

The current contract support equipment located across few different locations in UK.

A review of our 3rd Party devices requiring support has been conducted along with the identification of specific SLA's and a up to date list of the available devices that would require support has been produced.



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5. Scope:

The supplier will be responsible for:

- Break-fix — Please see the equipment list (Appendix B – devices) for the current devices, however storage devices and associated infrastructure should be the focus of support. In some instances, 'Break-fix' will require an engineer to attend and partake in a collaborative install and configuration process with in-house IT support before the fix is considered complete. The client anticipates that this will be established during contact with the supplier's service desk facility.
- Fixed Price Repair (FPR) – There may be instances where UK SBS will require a non-listed item to be repaired i.e. on occasions where an item has come to the end of its natural OEM support or has been downgraded in terms of business criticality and no longer subject to OEM warranty or support. In this case, time and materials at a fixed price repair in accordance with the rate card provided, plus the cost of the parts would be acceptable. All costs shall be agreed in writing in advance.
- In some cases, UKSBS may wish to add additional items to the list of supported items under the Break-fix agreement and the supplier shall support the same.

6. Requirement:

The Asset list attached (Appendix B) shows there is a range of hardware from different vendors, these all need to be covered with a single point of contact to make calling upon the service simple and effective. The asset list will contain the location, but this will also be confirmed by UKSBS at the point of booking the repair.

Note: UKSBS doesn't require OEM vendor firmware updates or software support for any hardware still within vendor warranty/support dates.

- The main Stakeholder or entities which are involved include: Subsets of Infrastructure, Networks and Hardware Asset Management teams within UKSBS, as they all help to maintain and support the various hardware equipment. As it stands any changes are reported to the Hardware Asset Management team and controlled in ServiceNow CMDB.
- The contract needs to be flexible, having ability to add and remove in scope devices throughout the term, additional to the Appendix B – devices list provided.
- The pricing for any other additionally added devices, will need to be agreed additionally and cover with the contingency amount that will additionally be allocated.
- The initial dates for the currently listed items for support and maintenance cover required, are as detailed in Appendix B, mainly:
 - One group of devices with a support start date from 30th June 2024
 - Another group of devices with a support start date from 1st October 2024

It is important the Supplier can also conform to the below.



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- Assigned Account Manager and associated contact details
- Quarterly Service review meetings to manage levels of service
- Performance reports are to be made available for the review
- Service Level Agreements to identify expectations and how timescales e.g. How long it would take to respond to a support request
- Available Desk/Call Centre for accepting faulty calls 24 hours a day, 7 days a week, all year round.
- Defined escalation route and associated contact details
- Provide confirmation that the Supplier complies with ISO27001 and Cyber essentials Plus.

- **Mandatory Criteria**

The supplier must meet the following mandatory criteria:

1. As some locations handle government data of a secure and sensitive nature the ability to provide security cleared engineers is a requirement, SC should be considered as a minimum
2. Engineer support to be made available for onsite diagnostics at no extra cost, if required
3. Engineers are to consult with UK SBS and make necessary arrangements for site visits in order that the access can be assured.
4. All replaceable parts, for items covered in the break fix agreement are to be fitted by the supplier unless otherwise agreed with the UK SBS including consumables for supported equipment at no additional charge to UK SBS
5. Ownership of any replacement part (replaced part and new part) capable of holding data is to be retained by UK SBS. Any device removed from site must have the media retained by UK SBS

e.g. Non-returnable Disk option. Where this is not possible the media must be securely wiped in conjunction with UK SBS security policies based on CESG's IS5 Secure Destruction of Media Standard.

6. UK SBS must be advised of any chargeable calls i.e. Fixed Price Repairs, and any associated costs must be formally approved by UK SBS prior to work commencing
7. Supplier is to maintain an up-to-date asset list including location, asset tag (if provided), make, model, serial number, Mac Address and service level as required. The asset numbers must be included on any quotes in conjunction with the serial number. UK SBS will initially provide the asset number.
8. Supplier is to provide roadmap of end of service life by the vendor which will affect updates of firmware and hardware.
9. Supplier must maintain awareness of the state of the current equipment lists firmware and hardware requirements.



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10. Supplier engineers are to consult with UK SBS, and obtain approval, prior to installing any driver or configuring upgrades or changes
11. UK SBS may, on occasion, need to install, move, add or change kit within their sites or transfer to an alternative site and will need the facility to inform the supplier during this process
12. A single point of contact for logging Service Requests (SR's). Any SR raised must be acknowledged within 30 minutes, either by e-mail or telephone.
Each call shall generate a unique Ticket number. This number shall be used by UKSBS to track progress of the fault call via an online portal.
13. A defined route to incident management and facility for contractual escalation.
14. Invoicing capability dependent on individual UK SBS requirements, quarterly with the understanding that some OEM's charge annually i.e. CISCO.

Other requirements: -

1. The supplier should notify UK SBS of any required consumable items associated with items on the equipment list.
2. The Supplier should highlight any equipment that requires specific licensing or support from the OEM.
3. UKSBS are responsible for arranging physical access to the locations provided. Engineers will need to be booked in by UKSBS and accompanied whilst on site by a person deemed suitable by UKSBS. The engineer will need to provide personal ID to collect their pass and be allowed entry.

The requirement will be for a number of Service Level Agreements (SLA's) which are indicated per device on the Appendix B_Devices list supplied.

7. Timescales

The new 3rd Party Support Maintenance support contract is to be in place for 30th June 2024 when initial existing support expires on 29th June 2024.

The initial period is for 3 years overall, with all the devices been co-termed support end by 29th June 2027.

8. Terms and Conditions

Framework RM6100 T&C's will apply. The Call-Off order form is provided for information as part of this further competition.

Bidders are to note that any requested modification to the Order form Terms and Special Terms on the grounds of statutory and legal matter only, shall be raised as a formal clarification during the permitted clarification period.

GDPR: Bidders are required to complete the highlighted detail in Annex A (Attachment 9) from the Order form/Call-Off contract document and re-attach the response.



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Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments – Not Applicable

Part B – Service Charges

The Supplier shall invoice annually in advance. The Buyer will issue a Purchase Order for the value of the full Contract period.

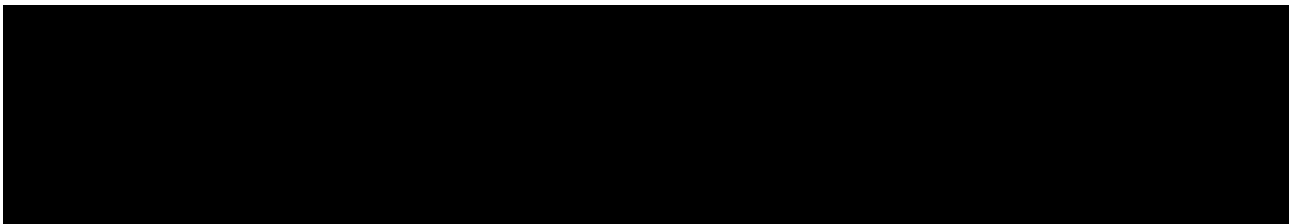
Any ad-hoc services are to be charged based on the rate cards, on time and material basis and paid upon completion/delivery of the service.

The Buyer shall pay the Supplier within thirty(30) days of receipt of a Valid Invoice, The invoice is to be submitted to [REDACTED] quoting a valid PO number.

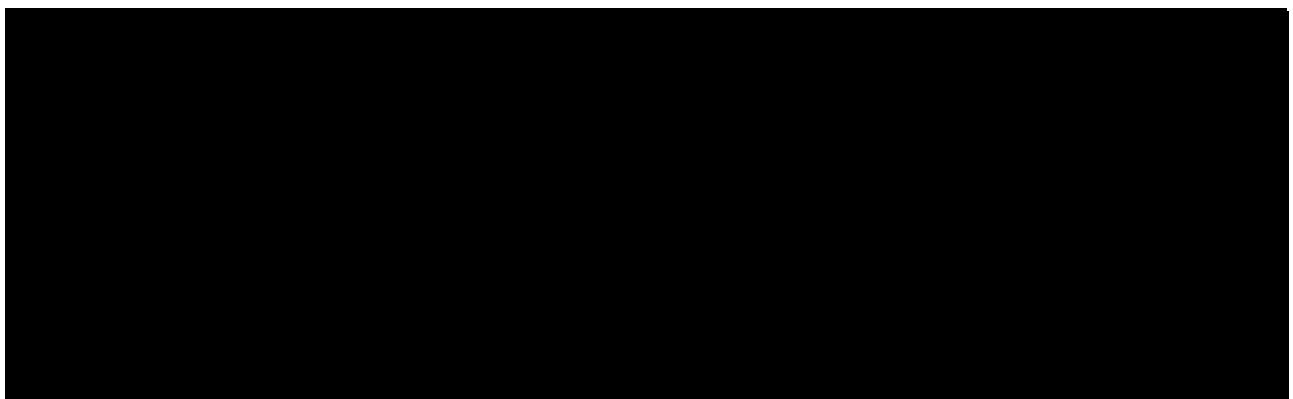
On receipt of payment from the Buyer, the Supplier is expected to pay any relevant sub-contractors within thirty (30) days in turn.

Service Charges are as detailed within: Appendix A - Phoenix-DDaT24164-AW5.2_Price Schedule v3.xlsx

Summary of the charges:



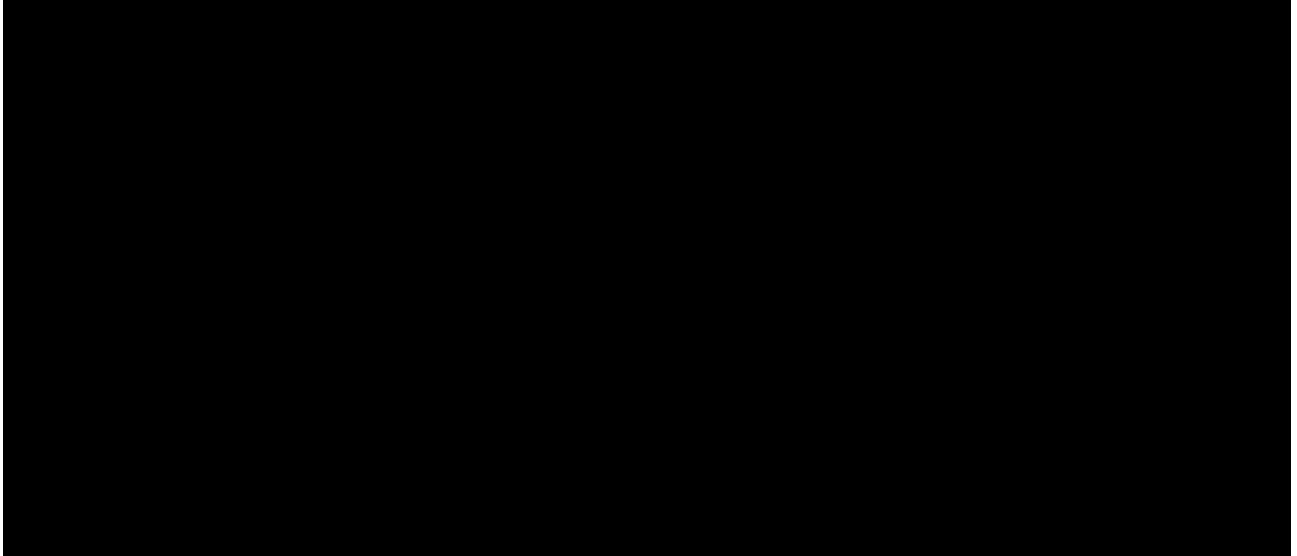
- **The overall contract value, based on the current list of devices over the 3 years is £183,292.20 excluding VAT.**





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Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges





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Part D – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner

Part E – Early Termination Fee(s) – *Applicable*

Cancellation/ early termination details below:



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Attachment 3 – Outline Implementation Plan – Not Used



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Attachment 4 – Service Levels and Service Credits

Service Level	Description	Service Credit Calculation
At least 98% at all times	Adherence to the fix SLAs stated in the equipment list (and any subsequent versions)	N/A
At least 98% at all times	Timely provision of the Services	2% Service Credit gained for each percentage under the specified Service Level Performance Measure
At least 98% at all times	Access to Customer support	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
At least 98% at all times	Provision of specific Services	2% Service Credit gained for each percentage under the specified Service Level Performance Measure
At least 98% at all times	Accurate and timely billing of Customer	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
At least 98% at all times	Complaints Handling	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure

The Service Credits shall be calculated on the basis of the following formula:

Example:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance)

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)

= $x\%$ of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
 = 23% of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer



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Critical Service Level Failure

In relation to the relevant Service Level's as stated in the Specification document, Appendix B_Device list, a Critical Service Level Failure shall include a delay in fixing the equipment on more than 3 occasions in any three-month period, or more than 4 times in any rolling twelve-month period.

Exceptional circumstances must be agreed by the customer.



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Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

- .1.5 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel – *Applicable*

Key Supplier Personnel	Key Role(s)	Duration
		Contract Period

Part B – Key Sub-Contractors

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services



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Attachment 6 – Software – Not Used

Part B – Third Party Software – Not Applicable

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Supplier	D&B Or Experian Thresholds	80

PART B – RATING AGENCIES

- D&B
- Experian

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

It is agreed that Operational boards will not be set as not required for this requirement and it would be overkill, the Supplier agrees to participate in normal contract review meetings which can be arranged when required via the 'Supplier member' listed below.

Operational Board	
Buyer Members for the Operational Board	
Supplier Members for the Operational Board	
Frequency of the Operational Board	¼ Yearly Service Reviews
Location of the Operational Board	Virtual Meetings or site visit if required

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are:

[REDACTED]

The contact details of the Supplier's Data Protection Officer are:

[REDACTED]

2.1.1.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.

3.1.1.1 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> - Employees e-mail addresses
Duration of the processing	As required for the length of the contract
Nature and purposes of the processing	Minimum processing of personal data to allow the business users to access supplier's portal and log tickets.
Type of Personal Data	Work Email addresses and passwords of the employees
Categories of Data Subject	UKSBS employees
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>All personal data to be deleted at the end of the contract.</p> <p>The supplier should respond to:</p> <ul style="list-style-type: none"> - <i>The data retention term they will work by and when they will delete the data, should they need to keep the data for longer than the contract end date:</i> <p>Response:</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> - <i>Data destruction process - how the personal data of any employee who will leave the organisation will be handled, whether they will need to be notified and delete the</i>

	<p><i>employee data immediately or the data can only be deleted only at the end of the contract:</i></p> <p>Response:</p> <div data-bbox="512 286 1398 692" style="background-color: black; height: 180px;"></div>
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Attachment 10 – Transparency Reports

Suggested:

Title	Content	Format	Frequency
Charges	Total Order Contract Price and any price variation	Gov.uk	At start of Order Contract and when a variation is instructed if applicable
Order Contract Award Notice	Order Contract award notice published detailing all relevant information pertaining to the procurement included an Order Contract that is redacted	Gov.uk	Within 30 days of Order Contract signature and any variation > 10% of the initial Order Contract value

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses

I. The applicable Call-Off Contract terms are attached as a separate document.

II. Additional/Alternative Schedules and Clauses

S3 SECURITY REQUIREMENTS

PART A – SHORT FORM SECURITY REQUIREMENTS

1. DEFINITIONS

1.1 In this Part A of Schedule S3 (Security Requirements), the following definitions shall apply:

**"Security
Management Plan"**

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and is set out in the Order Form and as updated from time to time.

2. COMPLIANCE WITH SECURITY REQUIREMENTS AND UPDATES

2.1 The Supplier shall comply with the Security Policy and the requirements of this Schedule S3 (Security Requirements) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

2.2 Where the Security Policy applies, the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

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

2.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Change Control Procedure the Supplier shall continue to provide the Services in accordance with its existing obligations.

3. SECURITY STANDARDS

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Services and/or the Buyer Data; and
 - 3.2.4 where specified by the Buyer in accordance with Paragraph The Supplier shall comply with the Security Policy and the requirements of this Schedule S3 (Security Requirements) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy. complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. SECURITY MANAGEMENT PLAN

Introduction

- 4.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Part A of Schedule S3 (Security Requirements). The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

Content of Security Management Plan

- 4.2 The Security Management Plan shall:
- 4.2.1 comply with the principles of security set out in Paragraph **SECURITY STANDARDS** and any other provisions of this Contract relevant to security;
 - 4.2.2 identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

- 4.2.3 detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Buyer with access to the Services, processes associated with the provision of the Services, the Buyer Premises, the Sites and any IT, information and data (including the Buyer's Confidential Information and the Buyer Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- 4.2.4 be developed to protect all aspects of the Services and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any IT, information and data (including the Buyer's Confidential Information and the Buyer Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- 4.2.5 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Contract;
- 4.2.6 set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with Paragraph The Supplier shall comply with the Security Policy and the requirements of this Schedule S3 (Security Requirements) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy. the Security Policy; and
- 4.2.7 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Part A Schedule S3 (Security Requirements).

Development of the Security Management Plan

- 4.3 Within twenty (20) Working Days after the Commencement Date and in accordance with Paragraph **SECURITY MANAGEMENT PLAN**, the Supplier shall prepare and deliver to the Buyer for approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan set out in the Order Form.
- 4.4 If the Security Management Plan submitted to the Buyer in accordance with Paragraph Within twenty (20) Working Days after the Commencement Date and in accordance with Paragraph **SECURITY MANAGEMENT PLAN**, the Supplier shall prepare and deliver to the Buyer for approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan set out in the Order Form., or any subsequent revision to it in accordance with Paragraph **SECURITY MANAGEMENT PLAN**, is approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Part A Schedule S3 (Security Requirements). If the Security Management Plan is not approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for approval. The Parties will use

all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- 4.5 The Buyer shall not unreasonably withhold or delay its decision to approve or not the Security Management Plan pursuant to Paragraph If the Security Management Plan submitted to the Buyer in accordance with Paragraph Within twenty (20) Working Days after the Commencement Date and in accordance with Paragraph **SECURITY MANAGEMENT PLAN**, the Supplier shall prepare and deliver to the Buyer for approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan set out in the Order Form., or any subsequent revision to it in accordance with Paragraph **SECURITY MANAGEMENT PLAN**, is approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Part A Schedule S3 (Security Requirements). If the Security Management Plan is not approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.. However a refusal by the Buyer to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph The Security Management Plan shall: shall be deemed to be reasonable.
- 4.6 Approval by the Buyer of the Security Management Plan pursuant to Paragraph If the Security Management Plan submitted to the Buyer in accordance with Paragraph Within twenty (20) Working Days after the Commencement Date and in accordance with Paragraph **SECURITY MANAGEMENT PLAN**, the Supplier shall prepare and deliver to the Buyer for approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan set out in the Order Form., or any subsequent revision to it in accordance with Paragraph **SECURITY MANAGEMENT PLAN**, is approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Part A Schedule S3 (Security Requirements). If the Security Management Plan is not approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. or of any change to the Security Management Plan in accordance with Paragraph **SECURITY MANAGEMENT PLAN** shall not relieve the Supplier of its obligations under this Part A Schedule S3 (Security Requirements).

Amendment of the Security Management Plan

- 4.7 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- 4.7.1 emerging changes in Good Industry Practice;
 - 4.7.2 any change or proposed change to the Services and/or associated processes;

- 4.7.3 where necessary in accordance with Paragraph The Supplier shall comply with the Security Policy and the requirements of this Schedule S3 (Security Requirements) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy., any change to the Security Policy;
 - 4.7.4 any new perceived or changed security threats; and
 - 4.7.5 any reasonable change in requirements requested by the Buyer.
- 4.8 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 4.8.1 suggested improvements to the effectiveness of the Security Management Plan;
 - 4.8.2 updates to the risk assessments; and
 - 4.8.3 suggested improvements in measuring the effectiveness of controls.
- 4.9 Subject to Paragraph The Buyer may, acting reasonably, approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment., any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:, a request by the Buyer or otherwise) shall be subject to the Change Control Procedure.
- 4.10 The Buyer may, acting reasonably, approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. SECURITY BREACH

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security., the Supplier shall:
- 5.3 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- 5.3.1 minimise the extent of actual or potential harm caused by any Breach of Security;
 - 5.3.2 remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - 5.3.3 prevent an equivalent breach in the future exploiting the same cause failure; and
 - 5.3.4 as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.4 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph The Supplier shall comply with the Security Policy and the requirements of this Schedule S3 (Security Requirements) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.) or the requirements of this Part A Schedule S3 (Security Requirements), then any required change to the Security Management Plan shall be at no cost to the Buyer.

S6 BUSINESS CONTINUITY AND DISASTER RECOVERY

DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"BCDR Plan"	has the meaning given to it in Paragraph At least ninety (90) Working Days prior to the Commencement Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to: of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph Section 2 which shall relate to business continuity (the "Business Continuity Plan"); and of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph Section 3 which shall relate to disaster recovery (the "Disaster Recovery Plan"). of this Schedule;
"Related Supplier"	any person who provides services to the Buyer which are related to the Services from time to time;
"Review Report"	has the meaning given to it in Paragraph the Supplier's proposals (the "Supplier's Proposals") for addressing

any changes in the risk profile and its proposals for amendments to the BCDR Plan. of this Schedule; and

"Supplier's Proposals" has the meaning given to it in Paragraph the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan. of this Schedule;

2. BCDR Plan

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

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

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of the Services and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of the Services with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Sub-Contractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services and the business operations supported by the provision of Services.
- 3.4 The Supplier shall not be entitled to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of the Services in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;

- 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services; and
- 4.2.3 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Sub-Contractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.11 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.12 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) months;
 - 6.1.2 within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph **Invoking the BCDR Plan**; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs on a regular basis and as a minimum once every six (6) months; and within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph **Invoking the BCDR Plan**; and of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any

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

- 6.2 Each review of the BCDR Plan pursuant to Paragraph The Supplier shall review the BCDR Plan: shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Services; and
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

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

S7 CONTINUOUS IMPROVEMENT**6. SUPPLIER'S OBLIGATIONS**

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

- 6.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Change in accordance with the Change Control Procedure and the Supplier must implement such Change at no additional cost to the Buyer.
- 6.8 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph The Buyer shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.:
- 6.8.1 the Supplier shall use all reasonable endeavours to implement any agreed services in accordance with the Continuous Improvement Plan; and
 - 6.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 6.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph In addition to Paragraph The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer., the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's approval. The Continuous Improvement Plan must include, as a minimum, proposals:.
- 6.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 6.11 Should the Supplier's costs in providing the Services to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Services.
- 6.12 At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

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7. RELEVANT CONVICTIONS

- 7.1 For the purpose of this Clause, the following definitions shall apply:

- 1 “Conviction”** means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006; and
- 2 “Relevant Conviction”** means a Conviction that is relevant to the nature of the Services to be provided or as specified by the Buyer in the Order Form.

7.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the approval of the Buyer.

7.3 Notwithstanding Clause 1.3.1, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

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

7.3.2 conduct thorough questioning regarding any Relevant Convictions; and

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

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

Appendix A – Phoenix-DDaT24164-AW5.2_Price Schedule v3.xlsx (see separate document)

Appendix B – DDaT24164-Appendix B_devices.xlsx (see separate document)