



Crown
Commercial
Service



Government
Communication
Service

Call-Off Contract

Letter of Appointment

Call-Off Schedules v2.0

Campaign Solutions 2 RM6125

Lot 1 End to End Campaign Solutions

Client Contract Reference: C76176

Introduction to Terms and Conditions

The Terms and Condition of the Campaign Solutions 2 framework agreement are provided in two legally binding contracts:

- Framework Contract - this will be the overarching contract between CCS and the individual agencies successfully awarded a place on the Campaign Solutions 2 Framework Agreement.
- Call-Off Contract - this provides the terms and conditions of the contract for clients appointing an agency through the framework agreement.

Core Terms

These are the main legal terms which apply to both the Framework Contract and the Call-Off contract. The Core Terms govern the agency's relationship with CCS at framework level and with each client at call-off level.

The Core Terms are supplemented with a number of Schedules, comprising:

- Framework schedules
- Joint schedules (for framework and call-off)
- Call-off schedules

The Call-Off Contract

Please note the Call-Off Contract should be read in conjunction with the Framework Contract. It is governed by the Core Terms as above and comprises:

- Joint Schedules as in the Framework Contract
- The Letter of Appointment template which is used to form the contract between the Client and the Agency and incorporates Joint and Call-Off Schedules plus any special terms (Framework Schedule 6)
- Specific Call-Off Schedules relating to the contract between the Client and the Agency

Letter of Appointment Template and Call-Off Schedules (Framework Schedule 6)

Letter of Appointment

The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract.

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract (RM6125) between CCS and Unlimited & Pablo, dated 11 Apr 2022.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Incorporated Terms unless the context otherwise requires.

CALL-OFF LOT 1 – End to End Campaign Management/Solutions

Order Number:	A Purchase Order will be issued by the Client on a campaign by campaign basis. We have a “no purchase order no pay policy” in place. Any work or expense the Agency undertakes prior to receipt of a purchase order shall be undertaken solely at their risk. Any invoice the Agency submits must quote the valid purchase order number.
From:	The Secretary of State for Health and Social Care as part of the Crown (acting through the Medicines and Healthcare products Regulatory Agency - MHRA) 10 SOUTH COLONNADE, CANARY WHARF, LONDON E14 4PU (Client)
To:	Digital Unlimited Group Limited Registration 00210505 FIRST FLOOR, ORION HOUSE, 5 UPPER ST. MARTIN'S LANE, LONDON, WC2H 9EA (Agency) (with subcontractors Health Unlimited Limited and Pablo London Limited)
Call-Off Start Date:	11 th APRIL 2022
Call-Off Expiry Date:	31 st MARCH 2025

Call-Off Initial Period:	36 months
Call-Off Optional Extension Period:	1 x 12-month extension period included dependent upon budget availability & performance delivery

Deliverables required:	<p>Deliverables required are set out in Framework Schedule 1 of the Framework Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.</p> <p>Subsequent calls for Deliverables/projects shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.</p>
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Key Staff:	<p>For MHRA/Client:</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>For Unlimited & Pablo/Agency:</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>Redacted under FOIA Section 40 Personal Info</p>
Guarantor(s)	Not applicable

Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):	<p>Pricing Schedule</p> <p>Redacted under FOIA Sect 43(2) Commercial Interests</p> <p>Redacted under FOIA Sect 43(2) Commercial Interests</p> <p>Redacted under FOIA Sect 43(2) Commercial Interests</p>
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Liability	<p>See Clause 11 of the Core Terms</p> <p>Estimated Year 1 Charges: £350,000.00</p> <p>(this is a standby agreement for a fixed period of time to work on a number of campaigns; annual budgets shall be used flexibly)</p>																											
Additional Insurance Requirements	Not applicable																											
Client billing address for invoicing:	The Agency shall submit invoices electronically to the Client to Accounts.Payable@mhra.gov.uk																											
Special Terms	Not applicable																											

PROGRESS REPORT FREQUENCY (and Performance Monitoring Reporting as appropriate)

On the last working Friday of every quarter of each year in contract, in line with the financial year as per the following dates:

- Quarter 1: end of June
- Quarter 2: end of September
- Quarter 3: end of December
- Quarter 4: end of March

Mutually agreed revisions to dates are permissible.

PROGRESS MEETING FREQUENCY

Every 6 months, covering the previous 2 quarters, each year of the Contract, in line with the financial year

- Meeting 1: on or around 30 September
- Meeting 2: on or around 31 March

In addition, some additional Performance Review Meetings may be arranged.

Please note that in addition to these meetings, there will be the requirement for regular progress updates when a project/campaign is being undertaken.

KEY SUBCONTRACTOR(S)

Health Unlimited Limited (part of UNLIMITED Group) and Pablo London Limited

COMMERCIALLY SENSITIVE INFORMATION

Client

All information regarding the requirements for our projects, deliverables and timeframes should be regarded as commercially sensitive information unless otherwise stated.

Agency

Proposed Pricing details/Day Rates (see also Joint Schedule 4).

SOCIAL VALUE COMMITMENT

The Agency 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 Proposal).

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 Letter of Appointment including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6125 (on file)
3. The following Schedules in equal order of precedence:
 - *Joint Schedules for RM6125*
 - *Joint Schedule 2 (Variation Form) – template to be used if required - attached*
 - *Joint Schedule 3 (Insurance Requirements) – standard provisions apply*
 - *Joint Schedule 4 (Commercially Sensitive Information) – completed - attached*
 - *Joint Schedule 10 (Rectification Plan) – template to be used if required*
 - *Joint Schedule 11 (Processing Data) - completed - attached*
 - *Call-Off Schedules for RM6125 End to End Campaign Services*
 - *Call-Off Schedule 1 (Transparency Reports) - attached*
 - *Call-Off Schedule 2 (Staff Transfer) - Parts C and E may apply - attached*
 - *Call-Off Schedule 3 (Continuous Improvement) - attached*
 - *Call-Off Schedule 5 (Pricing Details) - attached*
 - *Call-Off Schedule 7 (Key Supplier Staff) - attached*
 - *Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - attached*
 - *Call-Off Schedule 10 (Exit Management) - attached*
 - *Call-Off Schedule 14 (Service Levels) - attached*
 - *Call-Off Schedule 15 (Call-Off Contract Management) - attached*
 - *Call-Off Schedule 20 (Specification) - attached*
4. CCS Core Terms (on file)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6125 (on file)
6. Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above. (attached)

No other Agency terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Deliverables.

FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated Terms. The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:	<div>Redacted under FOIA Section 40 Personal Info</div>	Signature:	<div>Redacted under FOIA Section 40 Personal Info</div>
Name:	<div>Redacted under FOIA Section 40 Personal Info</div>	Name:	<div>Redacted under FOIA Section 40 Personal Info</div>
Role:	<div>Redacted under FOIA Section 40 Personal Info</div>	Role:	<div>Redacted under FOIA Section 40 Personal Info</div>
Date:	22/09/2022	Date:	23/02/2023

ANNEX A

Agency Proposal



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ANNEX B

Statement of Work

This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated August 2022.

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

i) Where a Statement of Work would result in:

- a variation of the Services procured under this Call-Off Contract;
- an increase in the Charges agreed under this Call-Off Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract,

the relevant term(s) will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 24.

[This table will be populated with specific project/campaign details when required]

Project:	<i>Campaigns and communications activities will be bespoke, on demand</i>
Project start Date	<i>Preferred Agency to be ready for service delivery from 1 APR 22 for the first project (to be agreed)</i>
Notice period for cancellation	<i>30 Days</i>
[Project Notice Period]:	<i>Not applicable</i>
Overarching Brand/Campaign	<i>Projects will either support the positing of our master brand, product brands or agreed campaign identities (such as our #Fake Meds campaign).</i>
Deliverables	<i>Deliverables and timings to be defined on a case-by-case basis.</i>
Inclusion of Additional Schedules	<i>N/A</i>

Project Plan:	Project plans will be developed on a case-by-case basis.
Contract Charges:	As per the rates outlined in the pricing schedule for this Call-Of Contract above
Client Assets:	Material or information will be provided in relation to case-by-case projects.
International locations:	Not applicable
Client Affiliates:	Not applicable
Special Terms:	Not Applicable
Key Individuals:	<i>Set out details of the key personnel from the Agency for this Project if relevant.</i>
Authorised Agency Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.</i>
Authorised Client Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project.</i>

Signed by:.....

Date.....

Signed by:

As Client Authorised Approver for and on behalf of: **Medicines and Healthcare products Regulatory Agency**

Date.....

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	The Client (" the Client ") And [insert name of Agency] (" the Agency ")	
Contract name:	[insert name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Client/Agency]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Agency to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> • [Client to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert 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 the Client
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.

Signed by an authorised signatory for and on behalf of the Client

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

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 Agency'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	Contract Start Date	Proposed Pricing Details / Day Rates	Indefinite

Joint Schedule 11 (Processing Data)

Definitions

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

"Processor Personnel" all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract; and

"Supplier" means the Agency;

Status of the Controller

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

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

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

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;

- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7.** Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
- 8.** The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9.** Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10.** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11.** The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12.** The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13.** Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14.** The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15.** The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16.** The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

- 17.** In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11. NOT APPLICABLE – THIS ANNEX 2 HAS NOT INCLUDED HERE

Independent Controllers of Personal Data

- 18.** With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 19.** Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 20.** Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 21.** The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 22.** The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
- 23.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).

- 29.** Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer/Department are: dataprotection@mhra.gov.uk

1.1.1.2 The contact details of the Agency/Supplier's Data Protection Officer are: Redacted under FOIA Section 40 Personal Info

Redacted under FOIA Section 40 Personal Info

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none">● <i>Business contact details of Agency/Supplier Personnel for which the Agency/Supplier is the Controller,</i>● <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller.</i> <p><i>(these details shall be used for communication and project/contract management purposes – some details are included in this Call-Off Contract). Details for specific personnel/stakeholders may be provided in relation to particular Project/campaigns.</i></p>
Duration of the Processing	<p>The Personal Data shall be retained until the relevant Processing has been completed, or at the latest within 1 month of Contract Expiry/Termination. Where the Personal Data needs to be retained longer under applicable Data Protection, for statutory compliance purposes and/or as required by Law, this Data must be securely stored and managed, and deleted as soon as possible.</p>

Nature and purposes of the Processing	The purpose of the Processing is to manage and deliver the projects/campaigns forming part of this Contract.
Type of Personal Data	<p>Full names</p> <p>Work postal addresses</p> <p>Work phone and mobile numbers</p> <p>Work email addresses</p> <p>Job Titles or roles</p>
Categories of Data Subject	<p>Details and contacts for each Parties' key staff/personnel engaged in the management and performance of the duties under the Contract</p> <p>Project/campaign Stakeholders</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	The Parties agree to return or erase Personal Data from any computers, storage devices and storage media, as soon as practicable after it has ceased to be necessary for them to retain such Personal Data.

Call-Off Schedule 1 (Transparency Reports)

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

Call-Off Schedule 2 (Staff Transfer)

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

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

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

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

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

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

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

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

1. Definitions

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

"Acquired Rights Directive"	1. the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
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"Employee Liability"	2. 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
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incurred in connection 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 employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Agency"

a supplier supplying services to the Client before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including:

- (A) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (B) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Agency by the Client;

"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
"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 Client can end this contract) or 10.6 (When the Agency 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. For the purposes of Part D: Pensions and its Annexes, where the Agency or a Subcontractor was the Former Agency and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Agency (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Staffing Information"	<p>in relation to all persons identified on the Agency's Provisional Agency Personnel List or Agency's Final Agency Personnel List, as the case may be, such information as the Client may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (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; (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;

"Agency's Final Agency Personnel List"	a list provided by the Agency of all Agency Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Agency's Provisional Agency Personnel List"	a list prepared and updated by the Agency of all Agency Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Agency;
"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 Client Employees"	those employees of the Client to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Agency Employees"	in relation to a Former Agency, those employees of the Former Agency to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

2.1 Where a provision in this Schedule imposes any obligation on the Agency including (without limit) to comply with a requirement or provide an indemnity, undertaking or

warranty, the Agency shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Client, Former Agency, Replacement Agency or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Agency will be liable for satisfying any such claim as if it had provided the indemnity itself.

2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Client, which may, if given, be given on and subject to such terms as the Client may determine.

2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

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

- a) *Part C (No Staff Transfer on the Start Date)*
- b) *Part E (Staff Transfer on Exit)*

Part C: No Staff Transfer on the Start Date

1 1. What happens if there is a staff transfer

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

1.2 If any employee of the Client and/or a Former Agency claims, or it is determined in relation to any employee of the Client and/or a Former Agency, that his/her contract of employment has been transferred from the Client and/or the Former Agency to the Agency and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Agency shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Client in writing and, where required by the Client, notify the Former Agency in writing; and

1.2.2 the Client and/or the Former Agency may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Agency or the Subcontractor (as appropriate) or take such other reasonable steps as the Client or Former Agency (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Client and/or the Former Agency),, the Agency shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted; or

1.4.3 the situation has not otherwise been resolved;

the Agency may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

1.5 Subject to the Agency and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Client shall:

1.5.1 indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Client's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the

Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

1.5.2 procure that the Former Agency indemnifies the Agency and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Agency referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

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

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

1.8 The indemnities in Paragraph 1.5:

1.8.1 shall not apply to:

a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

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

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

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

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

2. Limits on the Former Agency's obligations

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

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

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

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

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

1.2 At least 20 Working Days prior to the Service Transfer Date, the Agency shall provide to the Client or at the direction of the Client to any Replacement Agency and/or any Replacement Subcontractor (i) the Agency's Final Agency Personnel List, which shall identify the basis upon which they are Transferring Agency Employees and (ii) the Staffing Information in relation to the Agency's Final Agency Personnel List (insofar as such information has not previously been provided).

1.3 The Client shall be permitted to use and disclose information provided by the Agency under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Agency and/or Replacement Subcontractor.

1.4 The Agency warrants, for the benefit of The Client, any Replacement Agency, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Agency agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Agency's Provisional Agency Personnel List and shall not without the approval of the Client (not to be unreasonably withheld or delayed):

1.5.1 replace or re-deploy any Agency Staff listed on the Agency Provisional Agency Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Agency Staff (including pensions and any payments connected with the termination of employment);

1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Agency Staff save for fulfilling assignments and projects previously scheduled and agreed;

1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Agency's Provisional Agency Personnel List;

1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);

1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Agency's Provisional Agency Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Client or, at the direction of the Client, any Replacement Agency and any Replacement Subcontractor of any notice to terminate employment given by the Agency or relevant Subcontractor or received from any persons listed on the Agency's Provisional Agency Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Client may make written requests to the Agency for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Agency shall provide, and shall procure that each Subcontractor shall provide, to the Client such information as the

Client may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Agency shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Client, any Replacement Agency and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Agency Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Agency Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Agency shall provide, and shall procure that each Subcontractor shall provide, to the Client or, at the direction of the Client, to any Replacement Agency and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Agency's Final Agency Personnel List who is a Transferring Agency Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

2.1 The Client and the Agency acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Agency and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Client and the Agency agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Agency and the Transferring Agency Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment

Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Agency and/or a Replacement Subcontractor (as the case may be) and each such Transferring Agency Employee.

2.2 The Agency shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Agency Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Agency Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Agency and/or the Subcontractor (as appropriate); and (ii) the Replacement Agency and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Agency shall indemnify the Client and/or the Replacement Agency and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Agency or any Subcontractor in respect of any Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Agency or any Subcontractor occurring on or before the Service Transfer Date of:

a) any collective agreement applicable to the Transferring Agency Employees; and/or

b) any other custom or practice with a trade union or staff association in respect of any Transferring Agency Employees which the Agency or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Agency Employees arising from or connected with any failure by the Agency or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

a) in relation to any Transferring Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

b) in relation to any employee who is not identified in the Agency's Final Agency Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency to the Client and/or Replacement Agency and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

2.3.5 a failure of the Agency or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees in respect of the period up to (and including) the Service Transfer Date);

2.3.6 any claim made by or in respect of any person employed or formerly employed by the Agency or any Subcontractor other than a Transferring Agency Employee identified in the Agency's Final Agency Personnel List for whom it is alleged the Client and/or the Replacement Agency and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.3.7 any claim made by or in respect of a Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee relating to any act or omission of the Agency or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Client and/or Replacement Agency to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Agency and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

2.4.1 arising out of the resignation of any Transferring Agency Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Agency and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

2.4.2 arising from the Replacement Agency's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Agency's Final Agency Employee List claims, or it is determined in relation to any employees of the Agency, that his/her contract of employment has been transferred from the Agency to the Replacement Agency and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

2.5.1 the Client shall procure that the Replacement Agency and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Client and the Agency in writing; and

2.5.2 the Agency may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Agency and/or Replacement Subcontractor.

2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Agency or a Subcontractor, Client shall procure that the Replacement Agency shall, or procure that the Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;

2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1 no such offer has been made:

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

the Client shall advise the Replacement Agency and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

2.8 Subject to the Replacement Agency's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Agency will indemnify the Replacement Agency and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Agency's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Agency takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

a) any claim for:

- i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Agency and/or Replacement Subcontractor, or

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

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Agency and/or Replacement Subcontractor to the Agency within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Agency or any Subcontractor nor dismissed by the Replacement Agency and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Agency Employee. .

2.11 The Agency shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Agency's Final Agency Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(a) the Agency and/or any Subcontractor; and

(b) the Replacement Agency and/or the Replacement Subcontractor.

2.12 The Agency shall, and shall procure that each Subcontractor shall, promptly provide the Client and any Replacement Agency and/or Replacement Subcontractor, in writing such information as is necessary to enable the Client, the Replacement Agency and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Client shall procure that the Replacement Agency and/or Replacement Subcontractor, shall promptly provide to the Agency and each Subcontractor in writing such information as is necessary to enable the Agency and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Client shall procure that the Replacement Agency indemnifies the Agency on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

2.13.1 any act or omission of the Replacement Agency and/or Replacement Subcontractor in respect of any Transferring Agency Employee in the Agency's Final Agency Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Agency Employee;

2.13.2 the breach or non-observance by the Replacement Agency and/or Replacement Subcontractor on or after the Service Transfer Date of:

a) any collective agreement applicable to the Transferring Agency Employees identified in the Agency's Final Agency Personnel List; and/or

b) any custom or practice in respect of any Transferring Agency Employees identified in the Agency's Final Agency Personnel List which the Replacement Agency and/or Replacement Subcontractor is contractually bound to honour;

2.13.3 any claim by any trade union or other body or person representing any Transferring Agency Employees identified in the Agency's Final Agency Personnel List arising from or connected with any failure by the Replacement Agency and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

2.13.4 any proposal by the Replacement Agency and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Agency Employees identified in the Agency's Final Agency Personnel List on or after their transfer to the Replacement Agency or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Agency's Final Agency Personnel List who would have

been a Transferring Agency Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

2.13.5 any statement communicated to or action undertaken by the Replacement Agency or Replacement Subcontractor to, or in respect of, any Transferring Agency Employee identified in the Agency's Final Agency Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Agency in writing;

2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- a) in relation to any Transferring Agency Employee identified in the Agency's Final Agency Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

- b) in relation to any employee who is not a Transferring Agency Employee identified in the Agency's Final Agency Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency or Subcontractor, to the Replacement Agency or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

2.13.7 a failure of the Replacement Agency or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees identified in the Agency's Final Agency Personnel List in respect of the period from (and including) the Service Transfer Date; and

2.13.8 any claim made by or in respect of a Transferring Agency Employee identified in the Agency's Final Agency Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Agency Employee relating to any act or omission of the Replacement Agency or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Agency and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

1. Client's Rights

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

2. Agency's Obligations

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

receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 2.6 The Agency must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Agency shall provide any further information as requested.
- 2.7 If the Client wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Agency must implement such Variation at no additional cost to the Client or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Agency shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Agency's progress against the Continuous Improvement Plan.
- 2.9 The Agency shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Agency's costs in providing the Deliverables to the Client be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Client by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 If at any time during the Term the Agency reduces its Framework Prices for Deliverables provided in accordance with the terms of the Framework Contract, the Agency shall immediately reduce the Charges for the Deliverables under the Call-Off Contract by the same amount. This obligation applies whether or not the Deliverables are offered in a catalogue provided under the Framework Contract.

Call-Off Schedule 4 (Proposal)



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Call-Off Schedule 5 (Pricing Details)

Redacted under FOIA Sect 43(2) Commercial Interests

Redacted under FOIA Sect 43(2) Commercial Interests

Category	Grade/Role	Day Rate (£)
Redacted under FOIA Sect 43(2)	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests
Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests
Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests
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Call-Off Schedule 7 (Key Agency Staff)

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

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

1. Definitions

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

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

2. BCDR Plan

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

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

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

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Client by a Related Agency;
 - 3.1.3 contain an obligation upon the Agency to liaise with the Client and any Related Agencies 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 Client and any of its other Related Agency in each case as notified to the Agency by the Client from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

- (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Agency; 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 Agency (and any Subcontractors) and for the Client;
- 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 Client 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 Client as required by the Client to inform decisions in support of the Client's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Agency shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Agency of this Contract.

4. Business Continuity (Section 2)

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

- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Agency ensures continuity of the business operations of the Client 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 Agency'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 Client Premises;
 - 5.2.2 loss of utilities to the Client Premises;
 - 5.2.3 loss of the Agency's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Agency shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Agency in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Agency shall review the BCDR Plan:

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

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

6.1.3 where the Client requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Agency shall conduct such reviews in accordance with the Client's written requirements. Prior to starting its review, the Agency shall provide an accurate written estimate of the total costs payable by the Client for the Client's approval. The costs of both Parties of any such additional reviews shall be met by the Client except that the Agency shall not be entitled to charge the Client for any costs that it may incur above any estimate without the Client's prior written approval.

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

6.3 The Agency shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Client a report (a "**Review Report**") setting out the Agency's proposals (the "**Agency'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 Agency's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Agency's Proposals. If the Parties are unable to agree Review Report and the Agency'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 Agency shall as soon as is reasonably practicable after receiving the approval of the Agency's Proposals effect any change in its practices or procedures necessary so as to give effect to the Agency's Proposals. Any such change shall be at the Agency's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

7.1 The Agency shall test the BCDR Plan:

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

7.1.2 in the event of any major reconfiguration of the Deliverables

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

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

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

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

7.5 The Agency shall, within twenty (20) Working Days of the conclusion of each test, provide to the Client 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 Agency's proposals for remedying any such failures.

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

8. Invoking the BCDR Plan

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

9. Circumstances beyond your control

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

Call-Off Schedule 10 (Exit Management)

1. Definitions

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

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

	required by the Client pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Agency is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Client ;
"Transferable Contracts"	Sub-Contracts, licences for the Agency's software, licences for third party software or other agreements which are necessary to enable the Client or any Replacement agency to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Agency must always be prepared for contract exit

- 2.1 The Agency shall within 30 days from the Start Date provide to the Client a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Agency shall promptly:
 - 2.2.1 create and maintain a detailed register of all Agency Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Agency provides the Deliverables

("Registers").
- 2.3 The shall:
 - 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Client) at the request of the Client to the Client (and/or its nominee) and/or any Replacement Agency upon the Agency ceasing to provide the Deliverables (or part of them) and if the Agency is unable to do so then the Agency shall promptly notify the Client and the Client may require the Agency to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.
- 2.5 The Agency shall ensure at no cost to the Client that all digital data that is the Existing IPR of the Client or New IPR to be assigned to the Client can be identified and returned to the Client in an open format on demand and advise the Client of any Transferable Contracts and technical information that would assist in the continued use of such data.

3. Assisting re-competition for Deliverables

- 3.1 The Agency shall, on reasonable notice, provide to the Client and/or its potential Replacement Agency (subject to the potential Replacement Agency entering into reasonable written confidentiality undertakings), such information (including any access) as the Client shall reasonably require in order to facilitate the preparation by the Client of any invitation to tender and/or to facilitate any potential Replacement Agency undertaking due diligence (the "**Exit Information**").
- 3.2 The Agency acknowledges that the Client may disclose the Agency's Confidential Information (excluding the Agency's or its Subcontractors' prices or costs) to an actual or prospective Replacement Agency to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Agency shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Client within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Client in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Agency.

4. Exit Plan

- 4.1 The Agency shall, within three (3) Months after the Start Date, deliver to the Client an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Client.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20)

Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Agency and/or the Client;
- 4.3.3 details of any contracts which will be available for transfer to the Client and/or the Replacement Agency upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Agency's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Client or a Replacement Agency copies of all documentation (including without limitation database schema and any other digital resources) relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Agency in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return, or transfer to the Replacement Agency, of all Client Assets in the possession of and/or control of the Agency or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Agency will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Client or a Replacement Agency.

4.4 The Agency shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Client for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

- 4.4.2 jointly review and verify the Exit Plan if required by the Client and promptly correct any identified failures.
- 4.5 Only if (by notification to the Agency in writing) the Client agrees with a draft Exit Plan provided by the Agency under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Agency.

5. Termination Assistance

- 5.1 The Client shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Agency (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Client shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
 - 5.2.2 the Client shall notify the Agency of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Client shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Agency.
- 5.4 In the event that Termination Assistance is required by the Client but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Agency will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Client approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Agency shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Client, provide the Termination Assistance;

- 6.1.2 provide to the Client and/or its Replacement Agency any reasonable assistance and/or access requested by the Client and/or its Replacement Agency including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Client and/or its Replacement Agency;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Client;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Key Performance Indicators (KPI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Agency's obligations under this Contract;
- 6.1.5 at the Client's request and on reasonable notice, deliver up-to-date Registers to the Client;
- 6.1.6 seek the Client's prior written consent to access any Client Premises from which the de-installation or removal of Agency Assets is required.
- 6.2 If it is not possible for the Agency to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Client, any additional costs incurred by the Agency in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Agency demonstrates to the Client's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Agency's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels accordingly.

7. Obligations when the contract is terminated

- 7.1 The Agency shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Agency's performance of the Deliverables and the Termination Assistance), the Agency shall:
 - 7.2.1 vacate any Client Premises;
 - 7.2.2 remove the Agency Equipment together with any other materials used by the Agency to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Agency is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Agency;
 - 7.2.3 provide access during normal working hours to the Client and/or the Replacement Agency for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Agency; and
 - (b) such members of the Agency Staff as have been involved in the design, development and provision of the Deliverables and who

are still employed by the Agency, provided that the Client and/or the Replacement Agency shall pay the reasonable costs of the Agency actually incurred in responding to such requests for access.

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

8. Assets, Sub-contracts and Software

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

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

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

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

8.2.1 which, if any, of the Transferable Assets the Client requires to be transferred to the Client and/or the Replacement Agency ("**Transferring Assets**");

8.2.2 which, if any, of:

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

(b) the Non-Exclusive Assets,

the Client and/or the Replacement Agency requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Client requires to be assigned or novated to the Client and/or the Replacement Agency (the "**Transferring Contracts**"),

in order for the Client and/or its Replacement Agency to provide the Deliverables from the expiry of the Termination Assistance Period. The Agency shall provide all reasonable assistance required by the Client and/or its Replacement Agency to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

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

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

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

9. No charges

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

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Client and/or the Replacement and the Agency as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

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

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

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

2. What happens if you don't meet the Service Levels?

- 2.1 The Agency shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure (SLMP) for each Service Level. The SLMPs for each campaign will be agreed prior to commencement.
- 2.2 The Agency shall send Performance Monitoring Reports to the Client detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.3 Not more than once in each Contract Year, the Client may, on giving the Agency at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Agency shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.3.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
- 2.3.2 the principal purpose of the change is to reflect changes in the Client's business requirements and/or priorities or to reflect changing industry standards; and

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 the Client shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Agency in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Client to terminate this Contract and/or to claim damages from the Agency for material Default.

Part A: Service Levels

1. Service Levels

If the level of performance of the Agency:

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

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

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

1.a.1 require the Agency to immediately take all remedial action that is reasonable to mitigate the impact on the Client and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.a.2 instruct the Agency to comply with the Rectification Plan Process;

1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Agency to the Client; and/or

1.a.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

Annex A to Part A: Services Levels

Service Levels to be mutually agreed at first Progress meeting

Service Levels		
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure
Accurate and timely billing of Client	Accuracy /Timelines	at least 98% at all times
Access to Client support	Availability	at least 98% at all times

Part B: Performance Monitoring

2. Performance Monitoring and Performance Review

- 2.1 Within twenty (20) Working Days of the Start Date the Agency shall provide the Client with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 2.2 The Agency shall provide the Client with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 2.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 2.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 2.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 2.2.3 details of any Critical Service Level Failures;
 - 2.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 2.2.5 such other details as the Client may reasonably require from time to time.
- 2.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis or other agreed period. The Performance Review Meetings will be the forum for the review by the Agency and the Client of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 2.3.1 take place as agreed to discuss the Performance Monitoring Reports issued by the Agency at such location and time (within normal business hours) as the Client shall reasonably require;
 - 2.3.2 be attended by the Agency's Representative and the Client's Representative; and
 - 2.3.3 be fully minuted by the Agency and the minutes will be circulated by the Agency to all attendees at the relevant meeting and also to the Client's Representative and any other recipients agreed at the relevant meeting.
- 2.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Agency's Representative and the Client's Representative at each meeting.
- 2.5 The Agency shall provide to the Client such documentation as the Client may reasonably require in order to verify the level of the performance by the Agency for any specified Service Period.

3. Satisfaction Surveys

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

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

1. Definitions

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

"Contract Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Managing the contract

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

2.2 The Parties shall ensure that appropriate resource and expertise is made available to deliver the aims, objectives and specific provisions of the Contract. The Client will give the Agency instructions as to its requirements for the Deliverables. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Deliverables.

2.3 During the Contract Period, the Agency will:

2.3.1 keep the Client fully informed as to the progress and status of all Deliverables, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties; and

2.3.2 promptly inform the Client of any actual or anticipated problems relating to provision of the Deliverables. Receipt of communication from the Agency by the Client does not absolve the Agency from its responsibilities, obligations or liabilities under the Contract.

2.4 During the Contract Period, the Parties' respective Contract Managers will arrange and attend meetings to review the status and progress of the Deliverables and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the Parties.

2.5 Unless otherwise agreed in the Statement of Work, the Agency will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within 3 Working Days of such discussions. If the Client does not question any of the subject matter of a contact report within 7 Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

3. Approvals and Authority

3.1 For the purposes of this Contract, any reference to Client Approval means written approval in one of the following ways:

3.1.1 the Client issuing a purchase order bearing the signature of an Authorised Client Approver, or

3.1.2 e-mail from the individual business e-mail address of an Authorised Client Approver, or

3.1.3 the signature of an Authorised Client Approver on the Agency's documentation.

3.2 Any reference to Agency Approval means written approval in one of the following ways:

3.2.1 e-mail from the individual business e-mail address of an Authorised Agency Approver, or

3.2.2 the signature of an Authorised Agency Approver on the Client's documentation.

3.3 The Agency will seek the Client's prior Approval of:

3.3.1 any estimates or quotations for any costs to be paid by the Client that are not agreed in a Statement of Work; and

3.3.2 any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity.

3.4 The Agency will seek the Client's prior Approval of any draft Deliverables. The Client's Approval will be the Agency's authority to proceed with the use of the relevant Deliverables.

3.5 If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency's request.

3.6 If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Statement of Work.

4. Monitoring Campaign Performance

4.1 The Agency agrees to provide access to data and support for Audits undertaken by the Client and its Auditors under the CRTPA relating to campaign performance under the Contract during and after campaigns.

4.2 The Agency will fully comply with all remote access requests.

4.3 The Auditor may share data with relevant key stakeholders as necessary to complete the work. Where the Client carries out an Audit it will own the resulting report and may share non-sensitive outcomes as appropriate.

4.4 The Agency and the Client will agree a plan to address Audit findings to optimise campaign performance.

5. Contract Risk Management

5.1 Both Parties will proactively manage risks attributed to them under the terms of this Contract.

5.2 The Agency will develop, operate, maintain and amend, as agreed with the Client, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

6. International Work

6.1 The management and process for Client billing under Statements of Work including international work is to be agreed prior to the commencement of the Statement of Work and set out in the Statement of Work or Letter of Appointment.

Annex: Contract Boards (NOT USED)

Call-Off Schedule 20 (Specification)

Client/MHRA Brief C59271 for a standby agreement for a fixed period of time to work on a number of campaigns

1.1 Introduction

The Medicines and Healthcare products Regulatory Agency (MHRA) enhances and improves the health of millions of people every day through the effective regulation of medicines and medical devices, underpinned by science and research.

Please use the link below which will take you to the MRHA website and will explain: Who we are? Our responsibilities, Our priorities.

<https://www.gov.uk/government/organisations/medicines-and-healthcare-products-regulatory-agency/about>

This is a critical time for the organisation, as we transform from how we have worked in the past as part of the European Union, to how we will work in the future as an independent regulator that harnesses our unique combination of assets; enabling regulation, basic science, patient data.

Our transformation, launched to staff in February and completed December 2021 in response to four key challenges: the UK exiting Europe; our role in enabling the Life Sciences strategy; the recent Cumberlege review which recommended that we focus on patients in all our activities; and financial pressures, including as a result of leaving the EU.

We will continue to be a world-class regulator that delivers the right outcomes for patients, while we modernise the services we provide to industry, and remain financially stable. We are also committed to helping play our part in driving forward the government's Life Sciences Vision and continue to engage with industry to help drive innovation.

We published our [Delivery Plan 2021-2023 'Putting patients first; A new era for our agency'](#) in July of this year. The plan sets out our ambitious roadmap for the future, centred on putting patients first, becoming a truly world-leading, enabling regulator and protecting public health through excellence in regulation and science. The plan also introduced our new vision: **to protect and improve patient health by enabling the earliest access to, and high-quality supply of, safe, effective and innovative medical products through proportionate, data-driven assessment of risks and benefits.**

The vision and Delivery Plan 2021/23 objectives are core drivers for our Communications and Reputation Strategy. The strategy directly delivers objective 12 in the Delivery Plan to: ***Build public and stakeholder trust in our organisation through a programme of proactive and innovative communications.***

Service requirements

2.1. Context

The MHRA Communications and Engagement Group is a multi-award-winning team that has a consistent track-record of achievement and providing value for money. Our focus is to support the agency to deliver its business outcomes by putting patients and the public at the centre of all our work. We are organised in the following teams: News and Media, Communications, Patient and Public Stakeholder Engagement and Customer Experience.

Communications objectives for 2021/23

We want to be the knowledge and decision-making partner for patients, the public, healthcare professionals and industry. To achieve this, we are proposing four ambitious high-level objectives that build on the Delivery Plan 2021/23, the audience insight and segmentation, and audience needs.

Proactively communicate, engage and involve, using the right tone, channel and tactics, with timely, clear, accurate, transparent and authoritative information, which is recognised as important and acted upon, by patients and the public, healthcare professionals, and industry

Build brand and reputation awareness and understanding of the agency as an independent, authoritative, trustworthy and efficient regulator and scientific and data expert which is focused on delivering for patients

Position the MHRA as a global leader in the effective and efficient regulation of medicines and medical products, science and research, known for its collaborative approach

Ensure leaders and staff understand and align their efforts to our transformation, new vision and values, recognising that their interactions and communications with the public, customers and stakeholders directly influences the customer experience, our brand and reputation.

We will deliver these objectives through:

- **Patient engagement:** Deliver effective two-way engagement and involvement to embed patient input into and co-design our services – including user centred design for digital services - and decisions ensuring the patient is central to all the MHRA's activities.
- **Safety communications:** Develop and deliver clear and effective safety communications to inform patients, the public, healthcare professionals, health system partners, stakeholders and charities about the use of medicines, vaccines and medical devices, and build trust in the MHRA's advice.
- **Positioning the Agency as a global leader and managing reputation:** Develop marketing communications and branding that support positioning and marketing of the 'new' Agency/MHRA, and its products and services, as a global leader, to support the building of income and development of global partnerships and collaborations.
- **Healthcare professional engagement:** Baseline healthcare professionals' understanding of the MHRA and develop a proactive engagement plan to improve response to regulatory information and advice.

- **Internal communications and change:** Deliver staff engagement with the transformation programme through One Agency: Delivering for Patients communications and to communicate the benefits of One Agency change to external audiences.
- **Customer Service Centre:** Continue to build the Customer Service Centre to ensure the best services to patients, healthcare professionals and industry with a focus on new digital engagement mechanisms, greater consideration to tone, language and acting on feedback and complaints.
- **COVID-19 response:** Deliver the COVID-19 media and communications strategy and to manage issues regarding COVID-19 vaccines, diagnostics and therapeutics.
- **Consistently effective communication:** on a range of issues and topics, for all parts of the MHRA, including the effective handling of high-profile safety risks and issues, particularly those with the potential to attract media and public interest.

To help us ensure we have access to the most effective mix of communications capabilities and the capacity to deliver on our wide-ranging objectives, we require a supplier with specialist knowledge of marketing and communications in pharmaceuticals, medicines, medical devices, vaccines and patient engagement and involvement, to help us develop and deliver end-to-end or specific phases of the marketing and communications campaigns required to engage our audiences.

2.2. Requirements

We have conducted the following internal analysis of our end-to-end campaign requirements, based on previous projects and our current knowledge of future activities.

Communications Strategy Development and Consultancy Services

We will require access to expertise to help us develop overarching brand, marketing and campaign strategies to engage a variety of audiences in our work (in the pharmaceutical and healthcare product industries). These strategies will be developed from market and customer data, customer insights, policy direction or optimisation of previous activities (which may provide access to other success metrics). In many cases we may need support at a specific stage in project development only.

Concept Development

We will require access to capabilities to develop creative routes and final concepts that bring strategies to life, that will deliver on our objectives, resonate with our target audience and that represent our brand appropriately. We respect challenge and we are open to ideas that evolve the positioning of our brand if it benefits patients and the public.

Data strategy and management

We generate data of different types from different sources and we will require the capabilities to review, clean and interrogate sales data, customer data and customer and market insights that clearly outline threats and opportunities.

We will require our data to be handled confidentially and securely and for suppliers to demonstrate an understanding of the legalities of processing our data and to comply with all necessary standards.

Creative and Design

We will require support in generating creative solutions, ideas and routes to meet the communications we face and to access the capabilities to design compelling, on brand communications cost-effectively and at pace.

In addition, we require the capability and capacity to quickly turn around smaller, on-brand design projects and assets, such:

- Annual reports and “state of the nation report”
- Event collateral (banners, brochures and fliers)
- Videos, talking heads, animations for use on websites, in social media and at events
- ‘One off’ slides decks or scientific presentation materials
- Digital advertising assets (post campaign we may reuse these as organics activity).

Campaign Delivery

We prioritise campaign delivery through our own channels, but we may on occasion, require both the capability to understand the impact of alternative approaches and channels, and to be able to access the capacity to delivery these (if they do not require our channels).

Public Relations

We will require the capability to develop public relations strategies and the tactical delivery for specific pieces of work.

Direct Marketing

We have no plans to explicitly utilise direct marketing approaches; but our role in responding to public health emergencies does not rule out the requirement. The capability to develop and deliver direct marketing campaigns is desirable and we would be interested in more about how this would be fulfilled if needed.

Digital Marketing and Social Media

As we refine our product and service brand strategy that focuses on deepening the transactional relationship our customers have with our products and services, we will need to access the capability to develop and deliver data-led digital marketing activities and campaigns, and to demonstrate the effectiveness of these. Depending on the scale and complexity of these projects, we also require access to the capabilities to fulfil digital marketing communications and to work with our operations to fulfil, measure and evaluate product or service delivery.

We require the capability to develop marketing and communications campaigns the take advantage of the benefits of social media. We also require the capacity to develop test-and-learn campaigns in real time, to optimise social media campaigns.

Content Creation, Versioning and Distribution

We will require the capability and capacity to create original content for promotional or informational activities. We also require services to produce live events and to develop products such as:

- AV and production
- Live mixing and streaming
- Recording and editing
- Live and post-production transcribing and captioning.
- Video on demand
- Event materials e.g. modesty boards.

Partnerships

We will require the capability to develop partner marketing and engagement strategies and the capacity to deliver related activities and assets to support partnerships. Typically, our partnerships are linked to events or short campaigns, but there is scope for further development if prioritised.

Events and Experiential

We already have a supplier in place who supports the development and delivery of our events. We have no plans to explicitly utilise experiential approaches; but our role in responding promoting behaviour change in the public and our need to sell products and services to industry, academia and government, here and around the globe, does not rule out the requirement. The capability to develop and deliver experiential activities is desirable and we would be interested in learning more about how this would be fulfilled if needed.

2.3. Ways of working

What we do

The UK life sciences industry employs 256,100 people in 6,3001 businesses and generates a turnover of £80.7bn. This is a complex and fast changing industry and, as the regulator, the Medicines and Healthcare products Regulatory Agency plays an important role in ensuring that patients and the public can access innovative, effective and safe healthcare products in the UK.

For the Communications division, no two days are the same. From public consultations to product recalls, from FOIs to marketing campaigns, we develop and deliver a wide variety of communications, marketing and marketing strategies and activities to meet varied requirements.

In a broad sense, we arrange ourselves around reactive and proactive communications. Reactive communications sees us deliver media handling, stakeholder communications and strategic communications on important operational activities (for example regulatory action) policy decisions (for example, EU Exit or the wider life sciences agenda) and longer term public safety issues (such as the ongoing issues around breast implants).

In addition, we develop and deliver proactive communications to support media engagement (placing thought leadership articles or Op Ed on key issues), marketing and brand activities (such as promotional campaigns for our products and services) and behaviour change campaigns (for example our #FakeMeds or Yellow Card scheme activities).

How we do it

Our vision is to be an “outstanding communications team that boosts the MHRA’s reputation in protecting public health”. We run a business partner model with account directors sitting on business group senior management teams, providing strategic advice.

In January 2022, we reorganised the division and focused it around the following teams: News, Risk communications, Strategic Communications, Internal Communications, Marketing, Patient and Public Involvement, and Customer Experience.

Important processes

We must work within the Government Communication Service’s professional assurance framework (PASS) – adhered to by all central government organisations - to ensure that, where taxpayers’ money is being spent on government communications, it is cost-effective and reflects best practices. The process often runs in parallel to supplier briefing processes on a project-by-project basis and required detail on the budget required and the communications outcomes that will be delivered.

Stakeholder engagement and clearance

Due to the often sensitive nature of our work or the scientific and technical level of information covered in our communications, we often require subject matter experts to review and clear content at certain points and this can add additional time to the development and delivery stages of projects.

Additional considerations for suppliers

The Medicines and Healthcare products Regulatory Agency is undertaking a comprehensive transformation programme. We are changing our size, structures and shape to respond to unique challenges that face our previous operating model and build on opportunities we have for change. Our aim is to build a platform for measurable benefit for UK patients and public health for many years to come.

The changes impact the Communications and Engagement function in a positive way, recognising us as an enabling function to embed the agency’s ambitions to be more outward facing. However, the status of the programme of change means that our teams are new, with some anticipated vacancies and many in post doing different roles or tasks in their day to day than they were previously. We anticipate leaning heavily on expert external suppliers to ensure that we are continuing to deliver a high level of service to internal and external stakeholders.

We are an independent, Executive Agency (ALB) of the Department of Health and Social Care, and a lot of our communications activity is subject to established governance procedures. We

will manage these processes internally and ensure time is built into project plans to take account of sign off.

Activities we can do/prioritise in house

Access to Subject Matter Experts

We can access some of the best scientific minds in the UK, who understand or who have been involved in the underlying science or the development of the legislation that regulates the final products. We are also able to reach out to other areas of government if needed.