

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

CALL-OFF REFERENCE: AI and Digital Regulations Service Beta Improvement Phase SOW1

PURCHASE ORDER: XXXXXXXXXX

THE BUYER: **National Institute for Health and Care Excellence**

BUYER ADDRESS Level 1 A City Tower Piccadilly Plaza Manchester M1 4BT

THE SUPPLIER: **BJSS**

SUPPLIER ADDRESS: 1 Whitehall Quay, Leeds, England, LS1 4HR

REGISTRATION NUMBER: 02777575

DUNS NUMBER: 346914351

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables described within it and is dated 25/08/23.

It is issued under the Framework Contract with the reference number RM6221 for the provision of Digital Capability for Health Deliverables.

Defined terms used in this Order Form shall be interpreted in accordance with Joint Schedule 1 (Definitions).

In the Call-Off Contract, a reference to a schedule numbered N, shall be interpreted as a reference to a schedule NA. For example a reference to a Call-Off Schedule 5 (Pricing Details and Expenses Policy), shall be interpreted as a reference to Call-Off Schedule 5A (Pricing Details and Expenses Policy).

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Health Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

CALL-OFF SERVICE PROVISION(S):

Service Provision 3: Build and Transition Services

The maximum Call-Off Initial Period for this provision shall be two years with a possible Call-Off Optional Extension Period of six further months.

Covers the GDS phases from Beta through to transition to Live (including Retirement as applicable) for larger projects / programmes.

The Supplier will be required to provide the technical input necessary to enhance, update and maintain such artefacts as requested by the Buyer as part of the scope of this Service Provision (effectively providing a degree of ongoing Discovery type activity).

There shall be individual Statements of Work for at least the following:

- **Private Beta** - Developing the solution to a point where it can be user tested by "friendly" users;
- **Public Beta** - Rolling out the solution to a wider audience of end users; and
- **Retirement and Transition to Live** - Focus is to be on data migration, technical documentation and training, etc.

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM6221
3. Framework Special Terms / Framework Schedule 1 (Specification)

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4. Joint Schedule 11 (Processing Data) RM6221
5. Call-Off Schedule 23 (Health Additional Call-Off Terms)
6. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6221
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Call-Off Schedules for RM6221
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 5A (Health Pricing Details and Expenses Policy)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9A (Health Security)
 - Call-Off Schedule 10A (Health Exit Management)
 - Call-Off 13A Health Implementation Plan and Testing
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 Health Additional Call off Terms
 - Call-Off Schedule 24 (Health Probity)
7. CCS Core Terms (version 3.0.9)
8. Joint Schedule 5 (Corporate Social Responsibility) RM6221

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

For the avoidance of doubt, any variation of a Joint Schedule detailed above agreed by CCS and the Supplier following the agreement of this Order Form, shall not affect this Call-Off Contract save where such amendment is incorporated in accordance with the provisions of this Call-Off Contract by the Buyer and the Supplier.

Any Variation to this Call-Off Contract must be agreed in writing by the Buyer and the Supplier. CCS is not entitled to vary a Call-Off Contract without the Buyer's written agreement.

CALL-OFF SPECIAL TERMS

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

None

CALL-OFF START DATE:	04/09/23
CALL-OFF EXPIRY DATE:	31/03/24
CALL-OFF INITIAL PERIOD:	7 months
CALL-OFF OPTIONAL EXTENSION PERIOD:	2 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	2 weeks
CALL-OFF CONTRACT VALUE:	£361,665 (ex VAT)

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £361,665 (ex VAT)

CALL-OFF CHARGES

(1) Fixed Price

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 or 6 in Framework Schedule 3 (Framework Prices).

REIMBURSABLE EXPENSES

No expenses are envisaged as part of the contract activities because all work will be delivered remotely, therefore no travel is required. If any face-to-face meetings or workshops are required then travel and other costs will be estimated and submitted

to the Buyer for approval before being incurred and expensed.

PAYMENT METHOD

In accordance with Paragraph 8 of Call-Off Schedule 15A (Health Supplier and Contract Management).

BUYER'S INVOICE ADDRESS:

The Contractor shall send all invoices, clearly quoting the Purchase Order number, to

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Project Manager, AI and Digital Regulations Service
NICE Scientific Advice
National Institute for Health and Care Excellence
City Tower, Piccadilly Plaza, Manchester, M1 4BD
Web: <https://www.digitalregulations.innovation.nhs.uk/>

[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

NICE follows the Government Greening Commitments. Details are available at the following address: <https://www.gov.uk/government/collections/greening-government-commitments>

BUYER'S STANDARDS REQUIREMENTS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Annex 3 of Framework Schedule 1 (Specification).

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
 [REDACTED]
 BJSS Ltd
 1 Whitehall Quay
 Leeds
 LS1 4HR
 United Kingdom

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
 Head of Private Health and Life Sciences
 [REDACTED]
 [REDACTED]
 BJSS Ltd
 1 Whitehall Quay
 Leeds
 LS1 4HR
 United Kingdom

KEY STAFF

As set out in each Statement of Work under this Call-Off Contract.

KEY SUBCONTRACTOR(S)

Not applicable

TRANSITION PERIOD PROGRESS MEETING FREQUENCY

The dates mentioned in this section are preliminary and may vary subject to agreement between the parties.

What	When (UK/Lisbon time)	Who	How
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]

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OFFSHORE WORKING

The Supplier will be using non-UK Supplier Staff or Subcontractors in providing the Deliverables and performing its obligations under the Call-Off Contract.

Where non-UK Subcontractors are used, the applicable rate card(s) shall be appended to Call-Off Schedule 5A (Health Pricing Details and Expenses Policy) and Services provided by such Supplier Staff or Subcontractors shall be charged at rates no greater than those set out in the applicable rate card.

Where non-UK Subcontractors are used, the Supplier shall ensure it outlines its approach for offshore delivery in accordance with Joint Schedule 11 (Processing Data) and Call-Off Schedule 9A (Security).

COMMERCIALLY SENSITIVE INFORMATION

Joint Schedule 4

ADDITIONAL INSURANCES

Not applicable

SOCIAL VALUE COMMITMENT

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

GRANT OF THIRD PARTY RIGHTS TO CONTROLLERS

The named third party public sector Controllers detailed in Joint Schedule 11 (Processing Data) **will not** be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation.

MAINTENANCE OF DATA PROTECTION RECORDS

Obligation	Obligation Applies*
The Processor shall maintain complete and accurate records and information to demonstrate its compliance with Joint Schedule 11	Yes
* this obligation can only be changed to 'No' (i) where the Processor employs less than 250 staff, and (ii) the Controller(s) under the Contract all agree the obligation can be disapplied in accordance with the criteria in paragraph 9 of Joint Schedule 11.	

IMPLEMENTATION AND TRANSITION

Implementation Plan
Transition Plan

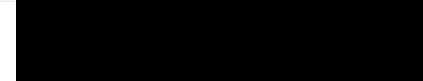
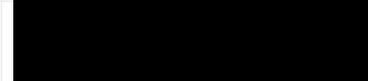
not applicable
 applicable

STAFF TRANSFER

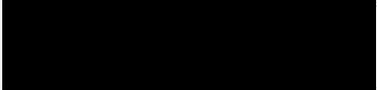
Call-Off Schedule 2 (Staff Transfer)	Applies?	Interpretation
There is no Staff Transfer (either 1 st or 2 nd generation) at the Start Date.	Yes	Part C of Call-Off Schedule 2 shall apply.
Part E of Call-Off Schedule 2 (Dealing with Staff Transfer on exit) shall apply to every Call-Off Contract.		

STATEMENTS OF WORK

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Director	Role:	Interim Director of Medical Technology
Date:	29 Aug 2023	Date:	31 Aug 2023

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For and on behalf of the Buyer:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Contract Manager	Role:	Procurement Manager
Date:	29 Aug 2023	Date:	01 Sep 2023

Appendix 1

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

Upon agreement by the Buyer and the Supplier, each agreed Statement of Work is deemed incorporated into this Appendix 1 as a supplementary Statement of Work. Each Statement of Work must have a unique identifying reference.

1. STATEMENT OF WORK (“SOW”) DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
Date of SOW:	04 September 2023
SOW Title:	AI and Digital Regulations Service Beta Improvement Phase SOW1
SOW Reference:	AI&DRS IMPROVEMENT SOW1
Call-Off Contract Reference:	AI and Digital Regulations Service Beta Improvement
Buyer:	National Institute for Health and Care Excellence
Supplier:	BJSS Ltd
SOW Start Date:	04 September 2023
SOW End Date:	31 March 2024
Duration of SOW:	7 months
Subcontractors	N/A

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	<ol style="list-style-type: none">1. The AI & Digital Regulations Service is a project funded by the NHS AI Lab. The project is a collaboration between four regulatory bodies ('Project partners'):<ol style="list-style-type: none">1.1. the National Institute for Health and Care Excellence (NICE; with project oversight) provides national guidance and advice to improve health and social care,1.2. the Care Quality Commission (CQC) is the independent regulator of health and social care in England,1.3. the Health Research Authority (HRA) provides a unified national system for the governance of health research, and;1.4. the Medicines and Healthcare products Regulatory Agency (MHRA) ensures that medicines and medical devices work and are acceptably safe.2. The aim of the project is to:<ol style="list-style-type: none">2.1. enable collaboration between the partner agencies to identify challenges and barriers in the regulatory pathway and to resolve these;2.2. articulate the regulatory and health technology assessment (HTA; i.e. evaluation of effectiveness and cost-effectiveness) pathway clearly for developers and adopters, so they know what they need to do when, who to contact, etc;2.3. bring together in one place support, information and advice on the regulation and HTA pathways for artificial intelligence (AI) in health and care, and other data-driven technologies (DDT);2.4. identify and tackle 'content gaps' related to the above and in response to priority user needs, and;2.5. collaboratively research, test and develop a multi-agency advice service whose form and function best reaches key users and enables them to achieve their goals.
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2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
	<p>3. The primary outcome of the service is to provide easy access to comprehensive information and support so that developers of AI and data-driven technologies can meet robust measures of assurance in safety and quality, and health and care providers ('adopters') have the knowledge and tools to help them adopt and deploy the best AI technologies.</p> <p>4. Based on the research undertaken to date in the discovery, alpha and beta phases 1 and 2, the service component of the project (as distinct from policy development) focuses on the following two features:</p> <p>4.1. An informational website which maps out and clarifies the regulatory and HTA pathway for AI and data-driven technologies, highlighting relevant guidance and materials that developers and adopters need when they need it, so that they can make regulatory progress more effectively whilst (ideally) expending less resource. The developer area of the website launched in public beta in March 2023 under the title of the AI and Digital Regulations Service. The adopter area is in private beta at time of writing this spec. The whole website is expected to launch in public beta in June 2023.</p> <p>4.2. A centralised transactional resource that makes it easier for developers and adopters to access advice and support they need by triaging them to the most appropriate of existing support offers whilst 'hiding the wiring'.</p>
Delivery phase(s)	AI and Digital Regulations Service Beta Improvement Phase
Overview of Requirement	<p>The supplier for the public beta improvement phase will build upon significant foundational work undertaken in phases 1 and 2, including but not limited to:</p> <ul style="list-style-type: none"> • Revising and improving the design and build of the service based on findings from private beta testing in phases 1 and 2

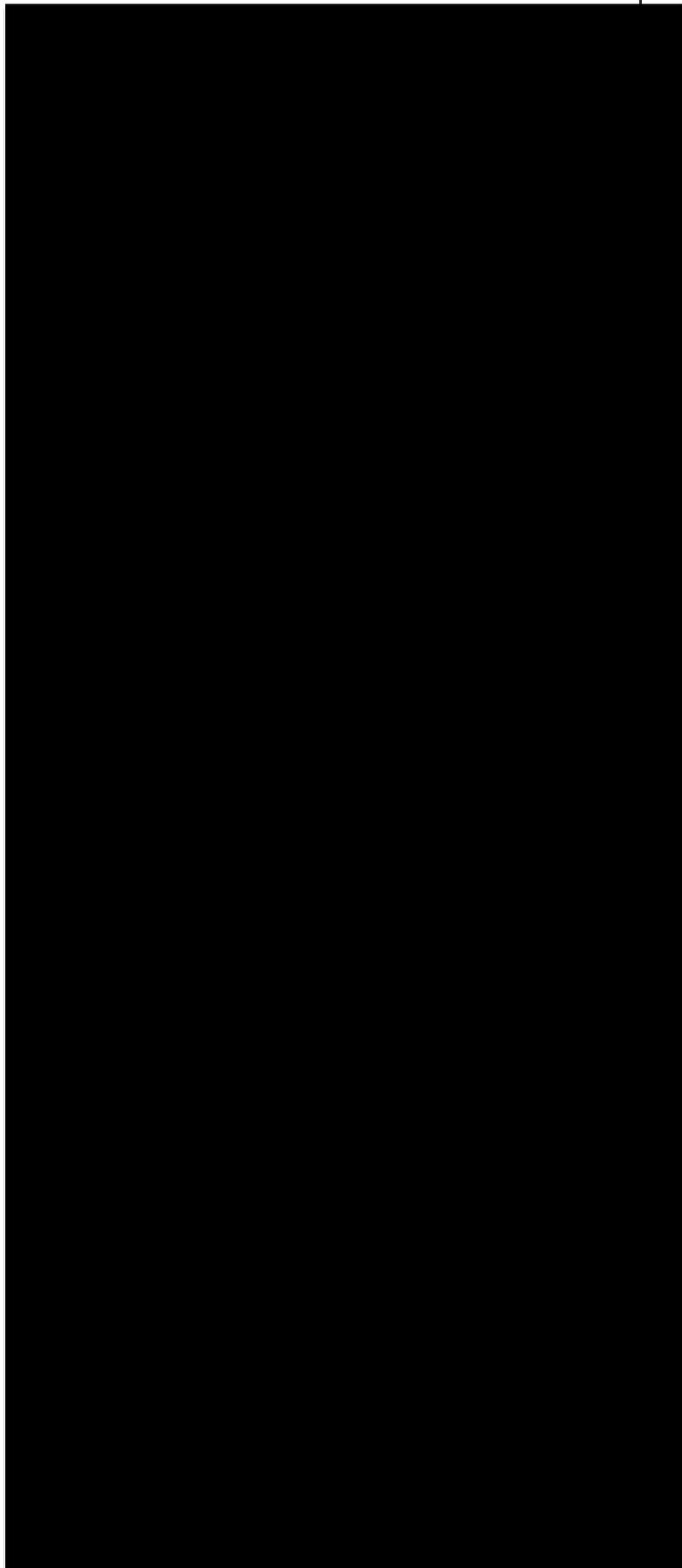
2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
	<ul style="list-style-type: none"> • Conducting user research with developers and adopters to test the public beta version of the website and ensure the web platform continues to meet the needs of all users • Implementing, testing and iterating new features and functionalities to improve the user experience • Implementing additional functionalities to the front-end of the CMS to improve the experience of the Project content team • Developing the service to incorporate additional content from the devolved nations • Exploring further synergies with the NHS Innovation Service, to enable smooth integration of the two services (where appropriate). <p>At the time of on-boarding, the service will be running in public beta. The supplier will be expected to provide technical / service desk support.</p> <p>In line with government funded digital services, a project with a transactional service must pass the Central Digital and Data Office (CDDO) / Government Digital Services (GDS) assessments to progress to different stages of development, e.g. from public beta to live. The website previously was exempt from undergoing the GDS as there is not currently a clear transactional element but it should be expected that any work undertaken by the supplier as part of this commission, including development of artefacts and user research documentation, should adhere to the service standard, and may be used in a future service assessments, and therefore should be of a sufficiently high quality.</p>
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p>Sole Responsibility: X (is agreed by both parties)</p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES and PAYMENT SCHEDULE

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Milest one Ref	Milestone Description	Acceptance Criteria	Proposed date*	Costs
MS01	Collaborate with Project partners and the product owner to define the roadmap for the public beta improvement phase, ensuring any unmet user needs are identified and tackled, and prioritising the most value-adding user stories	Roadmap defined and approved by AI&DRS product owner	4 weeks after start date	£ [REDACTED]
MS02	Successfully implement key features, functionalities and improvement identified for the roadmap; tested robustly and iterated as appropriate to meet user needs, including supporting analytics	Features defined in the roadmap are up and running, without significant unplanned outages, delivering an improved experience to users and making improvements to the site in line with research findings and user needs	26 weeks after start date	£ [REDACTED]
MS03	Backlog with prioritised features, deliverables and sprints planned for the service moving from public beta to live	Artefacts are complete, reviewed and accepted by the Product Owner	28 weeks after start date	£ [REDACTED]
MS04	Hand-over and transition plan for the team delivering the service	Handover/transition materials and process approved by AI&DRS product owner	30 weeks after start date	£ [REDACTED]
TOTAL excl. VAT and expenses				£361,665
<p>* Milestone dates to be validated with Product Owner during Sprint 1. In the situation that a milestone is achieved earlier than the proposed date, the supplier can invoice as soon as the milestone is approved.</p>				

Delivery Plan



Leadership

Design
Milestones

Dev
Milestones

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Supplier Resource Plan	See section 4																						
Security Applicable to SOW	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Call-Off Schedule 9A (Security).</p> <p>The following Annexes of Call-Off Schedule 9A (Security) shall be disapplied under this Call-Off Contract and each Statement of Work:</p>																						
Standards Applicable to SOW	From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards set out in Annex 3 of Framework Schedule 1 (Specification).																						
Additional Requirements	N/A																						
Key Supplier Staff	<table border="1"> <thead> <tr> <th data-bbox="427 1104 671 1160">Key Role</th> <th data-bbox="679 1104 890 1160">Key Staff</th> <th data-bbox="898 1104 1171 1160">Contract Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 1171 671 1294">Senior Business Analyst & Delivery Manager</td> <td data-bbox="679 1171 890 1294">██████████</td> <td data-bbox="898 1171 1171 1294">██████████ ██████████</td> </tr> <tr> <td data-bbox="427 1305 671 1373">Technical Lead</td> <td data-bbox="679 1305 890 1373">██████████ ██████████</td> <td data-bbox="898 1305 1171 1373">██████████ ██████████</td> </tr> <tr> <td data-bbox="427 1384 671 1417"></td> <td data-bbox="679 1384 890 1417"></td> <td data-bbox="898 1384 1171 1417"></td> </tr> <tr> <td data-bbox="427 1429 671 1462"></td> <td data-bbox="679 1429 890 1462"></td> <td data-bbox="898 1429 1171 1462"></td> </tr> <tr> <td data-bbox="427 1473 671 1507"></td> <td data-bbox="679 1473 890 1507"></td> <td data-bbox="898 1473 1171 1507"></td> </tr> </tbody> </table>			Key Role	Key Staff	Contract Details	Senior Business Analyst & Delivery Manager	██████████	██████████ ██████████	Technical Lead	██████████ ██████████	██████████ ██████████											
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Technical Lead	██████████ ██████████	██████████ ██████████																					
[SOW Reporting Requirements:]	<p>Further to the Supplier providing the management information detailed in Call-Off Schedule 15A (Health Supplier and Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:</p> <table border="1"> <thead> <tr> <th data-bbox="427 1742 491 1944">Ref.</th> <th data-bbox="499 1742 850 1944">Type of Information</th> <th data-bbox="858 1742 1026 1944">Which Services does this requirement apply to?</th> <th data-bbox="1034 1742 1171 1944">Required regularity of Submission</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 1955 491 1986">1.</td> <td data-bbox="499 1955 850 1986">Reporting</td> <td data-bbox="858 1955 1026 1986"></td> <td data-bbox="1034 1955 1171 1986"></td> </tr> </tbody> </table>			Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	1.	Reporting														
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	1. 1 [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]	All	[Redacted] [Redacted] [Redacted] [Redacted]		
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4. CHARGES														
Call Off Contract Charges	<p>The table below sets out BJSS' fixed price for each element of the work to be delivered. This is an outcomes based contract, and the supplier is responsible for ensuring delivery of outcomes to time and budget as well as meeting the quality expected. Should additional time be required to complete the agreed outcomes for reasons that could not be reasonably foreseen or due to events beyond the suppliers control, this will be discussed and agreed and approved in advance with the buyer. The standard day rates for each role on a time and materials basis are provided below which are indicative should there be a requirement for additional time to complete the work. All costs are exclusive of VAT and expenses. Any expenses will be agreed and approved in advance and charged at cost.</p>													
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">Milestone Ref</th> <th style="width: 40%;">Milestone Description</th> <th style="width: 40%;">Cost</th> </tr> </thead> <tbody> <tr> <td>MS01</td> <td>Collaborate with Project partners and the product owner to define the roadmap for the public beta improvement phase, ensuring any unmet user needs are identified and tackled, and prioritising the most value-adding user stories.</td> <td>£ [Redacted]</td> </tr> <tr> <td>MS02</td> <td>Successfully implement key features, functionalities and improvement identified for the roadmap; tested robustly and iterated as appropriate to meet user needs, including supporting analytics.</td> <td>£ [Redacted]</td> </tr> <tr> <td>MS03</td> <td>Backlog with prioritised features, deliverables and sprints planned for the service moving from Public Beta to Live.</td> <td>£ [Redacted]</td> </tr> </tbody> </table>	Milestone Ref	Milestone Description	Cost	MS01	Collaborate with Project partners and the product owner to define the roadmap for the public beta improvement phase, ensuring any unmet user needs are identified and tackled, and prioritising the most value-adding user stories.	£ [Redacted]	MS02	Successfully implement key features, functionalities and improvement identified for the roadmap; tested robustly and iterated as appropriate to meet user needs, including supporting analytics.	£ [Redacted]	MS03	Backlog with prioritised features, deliverables and sprints planned for the service moving from Public Beta to Live.	£ [Redacted]	
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	MS04	Hand-over and transition plan for the team delivering the service.	£ [REDACTED]																								
		TOTAL excl VAT and expenses	£361,665																								
<p>Rate card below for all roles in the event additional time is necessary to complete agreed outcomes:</p> <table border="1"> <thead> <tr> <th>ROLE</th> <th>HOURLY RATE EXC VAT</th> <th>DAILY RATE EXC VAT</th> </tr> </thead> <tbody> <tr> <td>Delivery Manager / BA</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Tech Lead</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Junior Software Engineer</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Junior Quality Assurance Engineer</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Content Designer / Service Designer</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>User Researcher</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Product Designer</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </tbody> </table> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £361,665 excluding VAT and expenses.</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>				ROLE	HOURLY RATE EXC VAT	DAILY RATE EXC VAT	Delivery Manager / BA	[REDACTED]	[REDACTED]	Tech Lead	[REDACTED]	[REDACTED]	Junior Software Engineer	[REDACTED]	[REDACTED]	Junior Quality Assurance Engineer	[REDACTED]	[REDACTED]	Content Designer / Service Designer	[REDACTED]	[REDACTED]	User Researcher	[REDACTED]	[REDACTED]	Product Designer	[REDACTED]	[REDACTED]
ROLE	HOURLY RATE EXC VAT	DAILY RATE EXC VAT																									
Delivery Manager / BA	[REDACTED]	[REDACTED]																									
Tech Lead	[REDACTED]	[REDACTED]																									
Junior Software Engineer	[REDACTED]	[REDACTED]																									
Junior Quality Assurance Engineer	[REDACTED]	[REDACTED]																									
Content Designer / Service Designer	[REDACTED]	[REDACTED]																									
User Researcher	[REDACTED]	[REDACTED]																									
Product Designer	[REDACTED]	[REDACTED]																									
Financial Model	Fixed Price milestones																										
Reimbursable Expenses	<p>The team will be working remotely on this project therefore no expenses are included in the costs provided.</p> <p>Should the need for travel for meetings or any other unforeseen cost arise, any expenses will be agreed and approved by NICE in advance and charged at cost.</p>																										

5. SIGNATURES AND APPROVALS	
Agreement of this SOW	
<p>BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding the Parties:</p>	

Framework Schedule 6A (Health Order Form Template, Statement of Work Template and Call-Off Schedules) - Version 1.0 RM6221

For and on behalf of the Supplier	Name and title	[Redacted] Director
	Date	29 Aug 2023
	Signature	[Redacted]
For and on behalf of the Buyer	Name and title	[Redacted] Project Manager
	Date	29 Aug 2023
	Signature	[Redacted]

ANNEX 1

Data Processing

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

[TEMPLATE ANNEX 1 OF JOINT SCHEDULE 11 (PROCESSING DATA BELOW)]

Description	Details
Identity of Controller for each Category of Personal Data	<p>[The Buyer is Controller and the Supplier is Processor]</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Personal data of participants in user research; primarily those involved in development of AI / data-driven technologies or their adoption in a health and care setting, or professionals involved in supporting developers / adopters. Data may also be collated and analysed on participants who are not developers / adopters of these products but who have accessibility issues as part of accessibility testing. • Data collected on the individuals above will be as follows <ul style="list-style-type: none"> • Email addresses • Names • Places of work and position; previous places of work and position • Protected characteristic data may be collected including: <ul style="list-style-type: none"> ○ Sex / gender ○ Ethnicity ○ Age ○ Disability and special needs ○ Particular characteristics which informed development of their products which may include: <ul style="list-style-type: none"> ▪ Race / ethnicity ▪ Religion or belief ▪ Sexual orientation ▪ Gender reassignment
Duration of the Processing	<p>September 2023 until March 2024 DPIA will be updated if data is processed for a longer period of time</p>
Nature and purposes of the Processing	<p>Data will be processed for research purposes to inform design and delivery of a service that provides advice, support and guidance to developers and adopters of AI / data-driven technologies and those professionals who support them. Data may be processed in the following ways:</p> <ul style="list-style-type: none"> • Interviews with participants, where informed consent is established both before and during the interviews • Survey data collection • Workshops with discussions and note-taking on the users perspectives • Web analytics

Framework Schedule 6A (Health Order Form Template, Statement of Work Template and Call-Off Schedules) - Version 1.0 RM6221

Description	Details
	<p>This data will then be analysed, and used to generate anonymised insights to inform the design of the service. This may include user personas or case studies, all of which would be anonymised. This in turn may feed into briefings to stakeholders (both internal and external) or for future potential Government Digital Services (GDS) assessments. Some quotes from users may be used as part of the assessment and other stakeholder engagement, but these quotes will be anonymised.</p> <p>Personal data will be collated and stored by the controller and only shared with the processor where absolutely necessary; for example, sharing names and email addresses and places of work to organise interviews or workshops. Any further personal data will be shared directly with both controller and processor by the data subject as part of the interview / survey / workshop and with informed consent. In the analysis of this data and presenting it, the data controller and processor will remove identifiable information about the data subjects to protect their anonymity. This analysed data, if shared more widely, will be kept anonymous.</p>
Type of Personal Data	<ul style="list-style-type: none"> • Name • Email address • Place of work, and position <p>Potentially data relating to protected characteristics, if revealed and relevant to the research; e.g. if this influenced choice of product development</p>
Categories of Data Subject	<ul style="list-style-type: none"> • Staff in NHS and life sciences support organisations – specifically, professionals who support development and adoption of AI and data-driven technologies • Developers of AI and data-driven technologies; staff in big tech companies, SMEs, academia, clinicians, etc • Adopters of AI and data-driven technologies; staff in NHS, social care and independent sector health and care providers
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>Because this is a long-term project with need to undertake significant user research, the data will be retained by the controller until 31 March 2024 to enable further user research. By this date, the controller will seek consent from participants to use their data further if needed, and if not, the raw data submitted by participants will be destroyed. The outputs from this processing, such as analysis and recommendations, will not be destroyed as this may be needed for audit trail and further policy work.</p> <p>Consent forms will be filed and saved across the duration of the project, i.e. up until March 2024.</p> <p>The processor will not have access to this data from 31 March 2024, and if that changes the DPIA will be revised.</p>

Call-Off Schedule 13A (Health Implementation Plan and Testing)

Part A - Implementation

1. DEFINITIONS

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

"Delay"	means a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	means an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Handover Date"	means the date on which the Incumbent Provider hands over services and/or activities back to the Buyer or another Supplier named by the Buyer;
"Implementation Plan"	means the set of planning tools (ranging from a traditional Gantt chart through to Agile tools such as Roadmaps, EPIC boards, etc) which may be employed to plan implementation, and includes the Transition Plan;
"Key Milestone Date"	means a Milestone Date which, if not met, may result in liabilities or Delay Payments;
"Milestone Payment"	means a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;

Call-Off Schedule 13A: (Health Implementation Plan and Testing)

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“Mobilisation Date”	means the date on which individual Supplier workers are required to start Buyer related work as identified in an appropriate mobilisation plan;
“Transition Period”	has the meaning given to it in Paragraph 8.2;
“Transition Plan”	means the plan used to transfer activities and/or Services from the Supplier to the Buyer or from the Supplier to another supplier nominated by the Buyer.

2. THE IMPLEMENTATION PLAN WITHIN THE CONTEXT OF AGILE

2.1 Agile development allows for greater refinement and iteration during development and therefore implementation may involve a diverse set of tools, including but not limited to:

- Roadmaps (of different shapes and sizes);
- EPIC Boards;
- VMOST Mission Boards; and
- a wide variety of more granular visual techniques such as Sprint Boards, Kanban Card Walls, etc.

2.2 In addition to, or as an alternative to, the traditional Gantt chart type plan, the Buyer may request one or more of the Agile mechanisms described at paragraph 2.1 as part of an Implementation Plan. Annex 3 of this Part A provides a list of the planning tools which may be requested by the Buyer.

2.3 The provisions of this Schedule shall apply regardless of any planning or implementation tools requested by the Buyer.

3. AGREEING AND FOLLOWING THE IMPLEMENTATION PLAN

3.1 A draft of the Implementation Plan for the Call-Off Contract is set out at Annex 1 to this Schedule. The Supplier shall provide a further draft Implementation Plan **[Insert number of days]** days after the Call-Off Contract Start Date.

3.2 Each Statement of Work may include an Implementation Plan and Milestones specific to that Statement of Work. This shall form a subset of the Call-Off

Call-Off Schedule 13A: (Health Implementation Plan and Testing)

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- Contract Implementation Plan at a more detailed level of granularity and shall be as set out in the relevant Statement of Work.
- 3.3 This Schedule shall apply, where relevant, to any Implementation Plan regardless of whether at Call-Off Contract level or Statement of Work level.
- 3.4 The draft Implementation Plan:
- 3.4.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 3.4.2 shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 3.5 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3.6 The Supplier shall aim to provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan with the aim of ensuring that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 3.7 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 3.8 The Buyer shall identify any Key Milestone Dates which, if missed, will result in liabilities or Delay Payments being incurred. The Key Milestone Dates are as laid out in Annex 2.
- 3.9 The Supplier shall ensure that the critical path leading to any such Key Milestone Dates is clearly identified. In the event that planned Milestone Dates which lie on such a critical path are missed the Supplier shall take appropriate action to rectify and/or recover progress (which may include completion of a Rectification Plan).

4. REVIEWING AND CHANGING THE IMPLEMENTATION PLAN

- 4.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 4.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 4.3 If operating under the Fixed Price model, changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 4.4 Under the Incremental Fixed Price model, it is anticipated that Milestones and Milestone Payments will be refined up to the point of being fixed. Once fixed,

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changes to Milestones and Milestone Payments shall only be made in accordance with the Variation Procedure.

4.5 Under both the Incremental Fixed Price and Capped Time and Materials models, changes to Key Milestone Dates shall only be made in accordance with the Variation Procedure.

4.6 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to meet any Key Milestone Dates shall be a material Default.

5. SECURITY REQUIREMENTS BEFORE ANY MOBILISATION DATES

5.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before any identified Mobilisation Date.

5.2 Prior to a team commencing activity (for example at the beginning of a Statement of Work), the Supplier shall ensure that this requirement is reflected in their Implementation Plans.

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

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

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

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

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

6. WHAT TO DO IF THERE IS A DELAY

Call-Off Schedule 13A: (Health Implementation Plan and Testing)

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- 6.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 6.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 6.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 6.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 6.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

7. COMPENSATION FOR A DELAY

- 7.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been Achieved by the relevant Key Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 7.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 7.1.2 if included within the Implementation Plan, Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve Milestones by the relevant Key Milestone Date(s) except where:
 - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Key Milestone Date;
 - 7.1.3 the Delay Payments will accrue on a daily basis from the relevant Key Milestone Date until the date when the Milestones leading to that Key Milestone Date are Achieved;
 - 7.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be

Call-Off Schedule 13A: (Health Implementation Plan and Testing)

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deemed to be a waiver of the right of the Buyer to recover any such damages; and

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

8. [TRANSITION PLAN]

(Guidance note: this Paragraph 8 is optional.)

8.1 The Transition Plan forms part of the overall Implementation Plan

8.2 The Transition Period will be a [six (6)] Month period.

8.3 During the Transition Period, the Incumbent Provider shall retain full responsibility for all existing activities and Services until the Handover Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Handover Date as set out in the Order Form.

8.4 In accordance with the Transition Plan, the Supplier shall:

8.4.1 work cooperatively and in partnership with the Buyer, the Incumbent Provider, and other suppliers, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;

8.4.2 work with the Incumbent Provider and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;

8.4.3 liaise with the Incumbent Provider to enable the full completion of the Transition Period activities; and

8.4.4 produce a Transition Plan, to be agreed by the Buyer, for carrying out the requirements within the Transition Period including Key Milestones and dependencies.

8.5 The Transition Plan will include detail stating:

8.5.1 how the Supplier will work with the Incumbent Provider and the Buyer to capture, transfer and load up information such as software, documentation, pertinent knowledge, data and other information; and

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

8.6 In addition, the Supplier shall:

8.6.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Transition Plan, to ensure

Call-Off Schedule 13A: (Health Implementation Plan and Testing)

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that the Transition Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;

8.6.2 mobilise all the Services specified in the Specification within the Call-Off Contract;

8.6.3 if appropriate and specifically requested by the Buyer, produce a Transition Plan report for each Buyer Premises to encompass activities that will fulfil all the Buyer's obligations to landlords and other tenants:

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

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

8.6.4 manage and report progress against the Transition Plan;

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

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

8.6.7 ensure that all risks associated with the Transition Period are minimised to ensure a seamless change of control between Incumbent Provider and the Supplier.]

Call-Off Schedule 13A: (Health Implementation Plan and Testing)

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Annex 1: Call-Off Contract Implementation Plan

[To be replaced/updated by whatever the Buyer wishes to include as part of the broader concept of an Implementation Plan as described within this Schedule. This may include draft table (as below), Gantt charts, Roadmaps, etc]

Refer to individual Statements of Work for Implementation Plans specific to those Statements of Work.

Note that Key Milestone Dates (which have a commercial impact if not Achieved) are set out in Annex 2. Key Milestone Dates are Achieved on completion of several non-critical Milestones.

The Call-Off Contract Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milestone	Deliverable Items	Milestone Date	Buyer Responsibilities	Reference to Acceptance Criteria	Milestone Payment (if applicable)	Applicable Delay Payment(s)
[]	[]	[]	[]		[]	
The Milestones will be Achieved in accordance with this Schedule.						

Call-Off Schedule 13A: (Health Implementation Plan and Testing)

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Annex 2: Key Milestone Dates

All Milestones listed in Annex 1 with a Milestone Date which precedes the Key Milestone Date listed below are required to be completed and accepted in order for a Key Milestone Date to be considered to have been met

Key Milestone	Key Milestone Description	Pre-requisite Milestones (from Annex 1)	Key Milestone Date	Delay Payments
[]	[]	[]	[]	[]

Call-Off Schedule 13A: (Health Implementation Plan and Testing)

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Annex 3: Planning Tools

The following table provides a list of planning tools which may be required by the Buyer.

Notes:

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period)

Ref.	Type of Information	Required?	Refresh Frequency
Traditional Planning Artifacts			
A6.01	Call-Off Contract Plan on a Page. A high level plan covering the duration and scope of the Call-Off Contract	[Yes/No]	Commercial Planning / Review Event
A6.02	SOW Plan on a Page. A high level plan covering the duration and scope of an individual SOW	[Yes/No]	Operational Planning Event
A6.03	Full duration Project Plan including resources, dependencies, etc (e.g. as created by traditional project planning software)	[Yes/No]	Operational Planning Event
A6.04	Rolling 3-Month Detailed Look Ahead Plan (as created by traditional project planning software)	[Yes/No]	Operational Planning Event
Agile Planning Artifacts			
A6.10	Product Road-Map	[Yes/No]	Commercial Planning / Review Event
A6.11	Delivery Plans	[Yes/No]	Commercial Planning / Review Event
A6.12	Timebox Plans	[Yes/No]	Commercial Planning / Review Event

Call-Off Schedule 13A: (Health Implementation Plan and Testing)

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Ref.	Type of Information	Required?	Refresh Frequency
A6.13	EPIC Board	[Yes/No]	Commercial Planning / Review Event
A6.14	Elaboration Board	[Yes/No]	Operational Planning Event
A6.15	Sprint Board	[Yes/No]	Operational Planning Event
A6.16	Agile Kanban Board	[Yes/No]	Operational Planning Event

PART B - TESTING

1. DEFINITIONS

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

"Component"	means any constituent parts of the Deliverables;
"Material Test Issue"	means a test issue of Severity Level 1 or Severity Level 2 as set out in the relevant Test Plan;
"Release"	shall mean a set of Deliverables, agreed by the Buyer as being something which can be released to the intended users of the set of Deliverables;
"Satisfaction Certificate"	means a certificate materially in the form of the document contained in Annex 2: issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	means the level of severity of a Test Issue, the criteria for which are described in Annex 1.;
"Test"	means a procedure intended to establish the quality, performance, or reliability of a Component;
"Test Issue"	means a test issue of Severity Level 3, Severity Level 4 or Severity Level 5 as set out in the relevant Test Plan;
"Test Issue Management Log"	means a log for the recording of Test Issues as described further in Paragraph 9.1 of this Schedule;
"Test Plan"	means a specific set of tests to be incorporated as part of a release plan;
"Test Reports"	means the reports to be produced by the Supplier setting out the results of Tests;

Call-Off Schedule 13: (Implementation Plan and Testing)

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"Test Specification"	means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 7.2 of this Schedule;
"Test Strategy"	means a strategy for the conduct of Testing as described further in Paragraph 4.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6 of this Schedule;
"Test Witness"	means any person appointed by the Buyer pursuant to Paragraph 10 of this Schedule;
"Tester"	means the organisation responsible for testing. Within the context of Sole Responsibility accountability this shall mean the Supplier. Within the context of Rainbow Teams or Self Directed Teams accountability for testing shall be clearly defined within the Test Strategy (since it may involve both Buyer and Supplier). Accountability may vary from Statement of Work to Statement of Work; and
"Testing Procedures"	means the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. AGILE TESTING

Call-Off Schedule 13: (Implementation Plan and Testing)

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- 2.1 Testing under this Schedule shall apply to software as well as other Deliverables (for example migration of data sets).
- 2.2 When requested by the Buyer, the Supplier shall, with appropriate input from the Buyer, undertake Release planning and shall produce a Test Plan.
- 2.3 With each Agile development iteration development teams are required to incorporate the underlying ethos of Agile testing and the Supplier shall:
 - (i) write the test script;
 - (ii) write the code / perform the digital activity; and
 - (iii) test the code / activity against the test script.
- 2.4 Wherever possible Testers are required to automate testing (e.g. relevant functional test cases) and automate and execute any regression tests. This shall form part of acceptance testing.
- 2.5 Prior to release additional tests such as, but not limited to:
 - (i) load tests;
 - (ii) complete regression tests;
 - (iii) penetration tests;
 - (iv) user acceptance tests;
 - (v) integration tests;
 - (vi) deployment tests; and
 - (vii) Release readiness testsas agreed within the Test Plan, shall be executed by the Tester.
- 2.6 The Supplier shall develop reusable test scripts in a modular manner which can be incorporated within a larger library of routinely run test scripts.
- 2.7 The Test Strategy will define how testing within the context of iterative agile development interacts with the broader testing at Deliverable, Statement of Work and Call-Off Contract levels.

3. HOW TESTING SHOULD WORK

Call-Off Schedule 13: (Implementation Plan and Testing)

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- 3.1 All Tests conducted by the Tester shall be conducted in accordance with the Test Strategy, Test Specification and, as appropriate within an agile context, the Test Plan.
- 3.2 The Tester shall not submit any Deliverable for Testing:
 - 3.2.1 unless the Tester is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 3.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 3.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 3.3 Where agreed within the Test Plan, the Tester shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 3.4 Agile iterative tests, as agreed within the Test Strategy, shall align with the iterative development cycle and shall contribute to, but not necessarily be reflected in, the Deliverable level testing regime described within this Schedule.
- 3.5 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

4. PLANNING FOR TESTING

- 4.1 As part of the first relevant Statement of Work under the Call-Off Contract, the Supplier shall develop a relevant Test Strategy as soon as practicable after the SOW Start Date but in any case no later than twenty (20) Working Days after the SOW Start Date.
- 4.2 The initial Test Strategy shall include:
 - 4.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan relevant to the Statement of Work;
 - 4.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 4.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

- 4.2.4 the procedure to be followed to sign off each Test;
 - 4.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 4.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
 - 4.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 4.2.8 the technical environments required to support the Tests; and
 - 4.2.9 the procedure for managing the configuration of the Test environments.
- 4.3 The Test Strategy shall be approved by the Buyer.
- 4.4 As new Statements of Work are initiated, the Test Strategy is required to be refined to reflect the specific needs of each Statement of Work and shall reflect the Test Strategy required under the Call-Off Contract as a whole.

5. PREPARING FOR TESTING

- 5.1 As defined within the Test Strategy, the Tester shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the relevant Implementation Plan.
- 5.2 Each Test Plan shall include as a minimum:
- 5.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 5.2.2 a detailed procedure for the Tests to be carried out.
- 5.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Tester shall implement any reasonable requirements of the Buyer in the Test Plan.

6. PASSING TESTING

- 6.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5.

7. HOW DELIVERABLES WILL BE TESTED

- 7.1 Following approval of a Test Plan, the Tester shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable

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and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

7.2 Each Test Specification shall include as a minimum:

7.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;

7.2.2 a plan to make the resources available for Testing;

7.2.3 Test scripts;

7.2.4 Test pre-requisites and the mechanism for measuring them; and

7.2.5 expected Test results, including:

(a) a mechanism to be used to capture and record Test results; and

(b) a method to process the Test results to establish their content.

8. PERFORMING THE TESTS

8.1 Before submitting any Deliverables for Testing the Tester shall subject the relevant Deliverables to its own internal quality control measures.

8.2 The Tester shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant

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- Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 10.3.
- 8.3 The Tester shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 8.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 8.5 The Tester shall provide to the Buyer in relation to each Test:
- 8.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 8.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 8.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
- 8.6.1 an overview of the Testing conducted;
 - 8.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Tester's explanation of why any criteria have not been met;
 - 8.6.3 the Tests that were not completed together with the Tester's explanation of why those Tests were not completed;
 - 8.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 9.1; and
 - 8.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 8.7 When a Milestone has been completed the Tester shall submit any Deliverables relating to that Milestone for Testing.
- 8.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 8.9 If the Tester successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion.
- 8.10 Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain responsible for ensuring that the Testing of Deliverables are implemented in accordance with this Contract as defined within the Test Strategy.

9. DISCOVERING PROBLEMS

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- 9.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1; and the Test Issue Management Log maintained by the Tester shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 9.2 The Tester shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Tester shall make the Test Issue Management Log available to the Buyer upon request.
- 9.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Tester. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using an expedited dispute timetable.

10. TEST WITNESSING

- 10.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 10.2 The Tester shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 10.3 The Test Witnesses:
 - 10.3.1 shall actively review the Test documentation;
 - 10.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 10.3.3 shall not be involved in the execution of any Test;
 - 10.3.4 shall be required to verify that the Tester conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 10.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 10.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 10.4 may require the Tester to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

11. AUDITING THE QUALITY OF THE TEST

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- 11.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**").
- 11.2 The Tester shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 11.3 The Buyer will give the Tester at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 11.4 The Tester shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 11.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Tester detailing its concerns and the Tester shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 11.6 In the event of an inadequate response to the written report from the Tester, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

12. OUTCOME OF THE TESTING

- 12.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Tester and:
 - 12.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 12.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Tester to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 12.2.3 where the Supplier has Sole Responsibility and where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 12.3 Where the Supplier has Sole Responsibility, the Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may

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- incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 12.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 12.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 12.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 12.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 12.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 12.7 If there are Test Issues, but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 12.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default should the Supplier hold Sole Responsibility
- 12.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 12.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Tester shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 11.5); and
 - 12.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

13. RISK

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- 13.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
- 13.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
 - 13.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1:

Test Issues – Severity Levels

1. SEVERITY 1 ERROR

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. SEVERITY 2 ERROR

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
- 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. SEVERITY 3 ERROR

- 3.1 This is an error which:
- 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;
- but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. SEVERITY 4 ERROR

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. SEVERITY 5 ERROR

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

Annex 2:

Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Call-Off Contract**") [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [insert Buyer name] ("**Buyer**") and [insert Supplier name] ("**Supplier**") dated [insert Call-Off Start Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Joint Schedule 11 (Processing Data)

Status of the Controller

1. 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. 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 there 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

2. 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.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. 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 Services;
 - (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.
5. 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.

Joint Schedule 11 (Processing Data)

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If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, 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 Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with 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 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,

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- 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.
6. 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 Data Loss Event.
7. The Processor's obligation to notify under Paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable 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 promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable 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 Data Loss Event; and/or

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- (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.
- 9. 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 GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12. 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.
- 13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 14. The Relevant Authority may, at any time on not less than 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).
- 15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 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

16. 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 GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

Independent Controllers of Personal Data

17. 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.
18. 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.
19. Where a Party has provided Personal Data to the other Party in accordance with Paragraph 7 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.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. 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 GDPR); and
 - (c) where it has recorded it in Annex 1 (Processing Personal Data).
22. 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 GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30

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- GDPR and shall make the record available to the other Party upon reasonable request.
24. 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.
25. 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.
26. 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*).
27. 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*).

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28. Notwithstanding the general application of Paragraphs 2 to 15 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 16 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data Template

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: IGandRMSupport@NICE.org.uk (DPO is Suzanne Martin)
- 1.2 The contact details of the Supplier's Data Protection Officer are: ruan.ellison@bjss.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>[The Buyer is Controller and the Supplier is Processor]</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Personal data of participants in user research; primarily those involved in development of AI / data-driven technologies or their adoption in a health and care setting, or professionals involved in supporting developers / adopters. Data may also be collated and analysed on participants who are not developers / adopters of these products but who have accessibility issues as part of accessibility testing. • Data collected on the individuals above will be as follows <ul style="list-style-type: none"> • Email addresses • Names • Places of work and position; previous places of work and position • Protected characteristic data may be collected including: <ul style="list-style-type: none"> ○ Sex / gender ○ Ethnicity ○ Age ○ Disability and special needs ○ Particular characteristics which informed development of their products which may include: <ul style="list-style-type: none"> ▪ Race / ethnicity ▪ Religion or belief ▪ Sexual orientation ▪ Gender reassignment
Duration of the Processing	<p>September 2023 until March 2024</p> <p>DPIA will be updated if data is processed for a longer period of time</p>

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Description	Details
Nature and purposes of the Processing	<p>Data will be processed for research purposes to inform design and delivery of a service that provides advice, support and guidance to developers and adopters of AI / data-driven technologies and those professionals who support them.</p> <p>Data may be processed in the following ways:</p> <ul style="list-style-type: none"> • Interviews with participants, where informed consent is established both before and during the interviews • Survey data collection • Workshops with discussions and note-taking on the users perspectives • Web analytics <p>This data will then be analysed, and used to generate anonymised insights to inform the design of the service. This may include user personas or case studies, all of which would be anonymised. This in turn may feed into briefings to stakeholders (both internal and external) or for future potential Government Digital Services (GDS) assessments. Some quotes from users may be used as part of the assessment and other stakeholder engagement, but these quotes will be anonymised.</p> <p>Personal data will be collated and stored by the controller and only shared with the processor where absolutely necessary; for example, sharing names and email addresses and places of work to organise interviews or workshops. Any further personal data will be shared directly with both controller and processor by the data subject as part of the interview / survey / workshop and with informed consent. In the analysis of this data and presenting it, the data controller and processor will remove identifiable information about the data subjects to protect their anonymity. This analysed data, if shared more widely, will be kept anonymous.</p>
Type of Personal Data	<ul style="list-style-type: none"> • Name • Email address • Place of work, and position <p>Potentially data relating to protected characteristics, if revealed and relevant to the research; e.g. if this influenced choice of product development</p>
Categories of Data Subject	<ul style="list-style-type: none"> • Staff in NHS and life sciences support organisations – specifically, professionals who support development and adoption of AI and data-driven technologies • Developers of AI and data-driven technologies; staff in big tech companies, SMEs, academia, clinicians, etc • Adopters of AI and data-driven technologies; staff in NHS, social care and independent sector health and care providers
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or	<p>Because this is a long-term project with need to undertake significant user research, the data will be retained by the controller until 31 March 2024 to enable further user research. By this date, the controller will seek consent from participants to use their data further if needed, and if not, the raw data submitted by participants will be destroyed. The outputs from this processing, such as</p>

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Project Version: v1.0

Model Version: v4.1

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Description	Details
Member State law to preserve that type of data	<p>analysis and recommendations, will not be destroyed as this may be needed for audit trail and further policy work.</p> <p>Consent forms will be filed and saved across the duration of the project, i.e. up until March 2024.</p> <p>The processor will not have access to this data from 31 March 2024, and if that changes the DPIA will be revised.</p>

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of Paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and Paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Law as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every [x] months on:

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- (i) the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject before disclosing or transferring the Personal Data to the third party. For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

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- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Law;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach 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;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming

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aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

- (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

(c) the categories and number of Data Subjects concerned;

(d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

(e) measures taken or proposed to be taken to address the Personal Data Breach; and

(f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Law; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. 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 and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):

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- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

9. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Control Memorandum of Understanding*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 (*Ending the contract*).

10. Sub-Processing

10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Law.

11. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Law and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Law and its privacy policy.

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

1 Supplier's Further Pricing Information

1.1 The prices set out in this Schedule:

1.1.1 are those set out at Annex 1 to this Schedule;

1.1.2 are maximum rates that the Supplier may charge under this Call-Off Contract;

1.1.3 are all inclusive (save for expenses reasonably incurred in accordance with Paragraph 8); and

1.1.4 cannot be increased except as agreed in writing in accordance with this Schedule.

2 Applicable Pricing Mechanism

2.1 Under each Call-Off Contract, the overall Charges estimate shall be provided in the form of a Capped Time and Materials price underpinned by the Call-Off Contract specific rate prices included within Annex 1 of this Schedule.

2.2 The pricing mechanisms to be used under this Call-Off Contract shall be confirmed in each Statement of Work and Charges shall be calculated on the basis of the rates and prices specified in Annex 1 which must be no greater than those set out in Framework Schedule 3 (Framework Prices).

2.3 The pricing mechanism (Capped Time and Materials, Fixed Price or Incremental Fixed Price) applicable for specific Deliverables shall be as stated in the relevant Statement of Work. Such pricing methodology shall be calculated by reference to the rates and prices in Annex 1. The Supplier shall provide pricing using the pricing mechanism(s) required by the Buyer in the relevant Statement of Work(s), but may also propose alternative pricing mechanisms.

2.4 Where the Buyer requests a Capped Time and Materials mechanism for a Statement of Work, the Supplier shall separately identify:

2.4.1 the Time and Materials profile for the Statement of Work, as per the rate table in Annex 1; and

2.4.2 the amount of the Cap, alongside clearly identified assumptions, risks, provisions or other breakdowns pertinent to the Cap. The

Supplier shall provide an estimate linked to these breakdowns, where requested by the Buyer.

- 2.5 Where the Buyer requests a Fixed Price pricing mechanism for a Statement of Work, the Supplier shall, at the Buyer's request separately identify:
 - 2.5.1 prices against individually requested Milestones and Key Milestones, and the associated Delay Payments;
 - 2.5.2 the underlying Time and Materials estimate used to calculate the Fixed Price; and
 - 2.5.3 any risk premium.
- 2.6 The Buyer accepts that, having agreed a Fixed Price, once an agreed Key Milestone is successfully Achieved it shall be charged at the Fixed Price, regardless of the actual cost.
- 2.7 The Supplier accepts that, having agreed to a Fixed Price, it is responsible for delivery of each Milestone in terms of the scope of the component Deliverables, meeting the Buyer's acceptance criteria and timescales related to any Milestone (if any). The Supplier accepts that this shall be at the agreed price, regardless of the actual cost to the Supplier.
- 2.8 The Supplier shall maintain time recording records where providing services on a Fixed Price basis. In relation to any Fixed Price, the Buyer is entitled to request the actual time and material costs utilised. This is to facilitate improving the quality of future estimates and future Fixed Price agreements.
- 2.9 Where the Buyer requests an Incremental Fixed Price mechanism for a Statement of Work, the Supplier shall provide:
 - 2.9.1 an overall best estimate for the complete scope of the Statement of Work utilising the Capped Time and Materials model; and
 - 2.9.2 the Incremental Fixed Price for the first Deliverable Increment(s), backed up by the underlying Time and Materials basis.
- 2.10 Thereafter, the Buyer and Supplier shall agree Incremental Fixed Prices, ahead of commencement of the work, for subsequent Deliverable Increments. The Buyer and Supplier shall agree a suitable sizing model for the purposes of arriving at such prices.
- 2.11 The Buyer accepts, if the Deliverable Increment is accepted by the Buyer, it shall be charged the agreed Incremental Fixed Price regardless of actual cost, however there shall be transparency of actual time and materials for the

purposes of improving future estimates.

- 2.12 Where an Incremental Fixed Price or Capped Time and Materials pricing mechanism is used, the Supplier's estimate shall include their offered resource profile, with a clear mechanism to link roles to the rate prices underpinning their offer.

3 Volume Discounts

- 3.1 The Buyer may request, and the Supplier may offer, volume discounts as part of a Further Competition Procedure.
- 3.2 Volume discounts shall apply to the spend associated with this Call-Off Contract and all agreed Statements of Work.
- 3.3 Where volume discounts form part of the evaluation of a Further Competition Procedure, the Buyer shall state the basis on which these volume discounts will be calculated. Unless otherwise stated by the Buyer, volume discounts shall apply to all categories of spend.

4 Adjustments to Call Off Contract Rates

- 4.1 Rates submitted by the Supplier shall remain fixed for the first year of any Call-Off Contract or as long as maximum rates at Framework Contract level remain unchanged (whichever is the later date).
- 4.2 Thereafter, on an annual basis, provided it has been demonstrated via the Framework Contract pricing adjustment mechanism set out in Framework Schedule 3 that rates need to change to reflect market conditions, then the Supplier shall be entitled to request a corresponding percentage change at Call-Off Contract level. The Buyer shall take into account continuous improvement during the course of the Call-Off Contract but shall not otherwise unreasonably withhold agreement to such a request.
- 4.3 Any such agreed changes to Call-Off Contract rates shall take effect on the anniversary of the Call-Off Contract Start Date.
- 4.4 The Buyer may request additional roles to those listed in Annex 1 as part of a Call-Off Contract, in which case, the Supplier shall provide competitive rates for the role.

5 Amendments to Annex 1: Exceptional Adjustments for Specific Technologies

- 5.1 The Buyer acknowledges that, from time to time, specific skills sets associated with certain technologies may command a rate premium in the market (when demand is high and supply low), or a rate reduction (when demand is low and supply high).

- 5.2 Under exceptional circumstances the Supplier may offer percentage adjustments, specific to skills related to one or more named technologies, linked to specific roles. Any such adjustments to the rates in Annex 1 must be agreed by the Parties in writing.
- 5.3 A table similar to Annex 2 (Exceptional Technology Adjustments) shall be used to document any such agreed adjustments. Such table shall be included in the Order Form or the Statement of Work.
- 5.4 In the case of an upwards adjustment (an uplift), the Supplier is required to evidence why such an uplift is required, and the Buyer shall take such evidence into consideration when considering such a request. Any such uplift must be agreed by the Parties in advance in writing.
- 5.5 The Supplier shall clearly separately reference any such adjustments in any documentation relating to the Charges, such as invoices.

6 Not Used

7 Overtime, Unsocial Hours and On-Call

- 7.1 Save as set out below the Supplier shall charge per Work Day.
- 7.2 Supplier Staff shall work a minimum of 7.5 Work Hours per Work Day.
- 7.3 Subject to any written agreement to the contrary in accordance with Paragraph 7.6, whilst the standard Work Day is 7.5 Work Hours per day, it is anticipated that Supplier Staff may on occasion be required by the Supplier to work additional hours to perform their work. Such overtime shall not be chargeable to the Buyer.

Overtime

- 7.4 Where a member of Supplier Staff is specifically requested by the Buyer to work more than an additional 2 Work Hours per day on a regular basis (3 or more times over a given week), the Supplier may request overtime payments. If agreed, such overtime payments shall be based on hourly increments (assuming an 8 Work Hour day for the purposes of this calculation).
- 7.5 The Supplier shall only be entitled to charge overtime where the Buyer has approved the overtime request in advance in writing in a Statement of Work.

Unsocial Hours

- 7.6 The Buyer may request that the Supplier provides Deliverables at unsocial times. Any such request must be agreed by the Supplier in writing in a Statement of Work.

7.7 Unsocial times means:

7.7.1 all time on Saturday (midnight to midnight) and any Working Day after 8pm and before 6am; and

7.7.2 all time on Sundays and Public Holidays (midnight to midnight).

7.8 The Supplier shall not be entitled to charge for unsocial working hours unless it is approved in writing in advance by the Buyer:

On-Call Support

7.9 On-call support means where Supplier Staff are required to be available to work and may be called upon to work either on-Site or remotely during pre-agreed periods of time. The Buyer may request that the Supplier provides on-call support. Any such request must be agreed by the Supplier in writing in a Statement of Work.

7.10 The Supplier may request a premium for Supplier Staff to be on-call (see table at paragraph 7.13 below). For the purposes of this Call-Off Contract it will be based on a single percentage of 6 percent, regardless of frequency.

7.11 Subject to paragraph 7.12, the Supplier may also charge for individual call-outs on the following basis, as set out in Annex 1:

7.11.1 for call-outs during normal working hours (for this purpose deemed to be between 8am and 6pm during a Working Day);

7.11.2 for call-outs between 6am and 8am and 6pm and 8pm on a Working Day (social hours) charges shall be based on the basis of a minimum assumed single call-out duration of 30 minutes rounded up to the nearest 30 minutes thereafter (depending on duration of call-out);

7.11.3 for call-outs within unsocial hours, the basis of calculating hours shall be as paragraph 7.11.2 above, but appropriate unsocial hours premiums shall apply (see Annex 1);

7.11.4 in the event that a call-out spans into, or out of, social or unsocial hours, provided that the overlap is no more than one hour into the different charging regime, the charging regime applicable to when the call-out started shall apply; and

7.11.5 where the span of overlap between social and unsocial hours for an individual call-out is more than one hour, separate charges shall apply to each period (but following the principles documented above).

7.12 For on-call or call-out charges to be applicable, the individual to whom those Charges relate must be on an agreed on-call rota as approved by the Buyer in

advance.

Overtime, Unsocial Hours and On-Call Pricing

7.13 The additional Charges applicable for agreed overtime, unsocial hours working and on call pricing are set out in Annex 1.

8 Buyer's Expenses Policy

The Supplier shall not be entitled to charge any expenses where the pricing mechanism used under a Statement of Work is Fixed Price or Incremental Fixed Price.

The Supplier shall not be entitled to charge expenses, save where these are explicitly agreed to be chargeable in the SoW, where these are reasonably incurred and in accordance with the Buyer's Expenses Policy attached at Annex 3, and only up to the capped amount as set out in the SoW.

For the avoidance of doubt, expenses shall not be deemed reasonable where they would not constitute legitimate expenses in accordance with HMRC rules and guidance.

Annex 1 (Call-Off Contract Prices)

ROLE	HOURLY RATE EXC VAT	DAILY RATE EXC VAT
Delivery Manager / BA	████	████
Tech Lead	████	████
Junior Software Engineer	████	████
Junior Quality Assurance Engineer	████	████
Content Designer / Service Designer	████	████
User Researcher	████	████
Product Designer	████	████

Annex 2 (Exceptional Technology Adjustments)

ROLE	HOURLY RATE EXC VAT	DAILY RATE EXC VAT
Delivery Manager / BA	██████	██████
Tech Lead	██████	██████
Junior Software Engineer	██████	██████
Junior Quality Assurance Engineer	██████	██████
Content Designer / Service Designer	██████	██████
User Researcher	██████	██████
Product Designer	██████	██████

Annex 3 (Expenses Policy)

FOR OUTCOME BASED SUPPLY CONTRACTS

1. The Supplier must adhere to the **overarching principles**, as set out below.
 - **Travel should be for essential business reasons only.** Suppliers shall work to minimise the costs of travel.
 - **Travel should consider environmental impact.** The Buyer has a responsibility to meet obligations to reduce carbon emissions and business travel itself and in its supply chain under the Greening Government Commitment Policy, and therefore does not encourage unnecessary travel. In order to reduce the environmental impact of travel, every attempt should be made to identify options to eliminate the need to travel, for example using new technologies to communicate. Regular travel should always be challenged as part of good practice;
 - The **lowest cost option** for travelling should be the default. Suppliers are encouraged to use public transport wherever possible. Suppliers are also expected to use the most economical means of public transport on every occasion, including travelling outside of peak times where practical. The purchase of advance tickets is expected in all but exceptional cases;
 - **First class** travel is **not permitted and will not be reimbursed**, regardless as to whether the cost of such is lower than alternative options, except when an individual has a disability as set out in the Business Travel and Expenses Procedure;
 - All travel bookings and expense claims for reimbursement must have **clear business justification**.
 - Suppliers shall claim compensation (for late or delayed travel for example), on behalf of the Buyer.
 - The Buyer will only reimburse expenses which are **in excess of the normal commuting and day to day costs** of the individual. Whilst journeys may begin from home, Suppliers will be required to take account of the above when making claims.
2. Reporting and Audit Suppliers are required to maintain a full itemised index of expenses, and detail the named personnel, reference, and work to which is relates, and sufficient evidence to show the principles have been considered and are met in each case, and provide copies on request at any time by the Buyer.

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Failure to provide the same will mean the expenses may not be recoverable. Suppliers shall maintain such records for review by the Buyer (and its auditors, HMRC, DHSC and any other central government entity) for the duration of the Call-Off Contract and for a period of 6 years from expiry or termination of the same.

3. Limitations and Exclusions Any reimbursement of expenses is subject to the following exclusions and limits:
 - 3.1. No expenses shall be chargeable for any Deliverables provided on a Fixed Price basis.
 - 3.2. Expenses shall only be chargeable for Deliverables charged on a Capped Time and Materials basis where the Call-Off Contract explicitly specifies both:
 - 3.2.1. that expenses are chargeable; and
 - 3.2.2. the total maximum capped amount for the expenses under the Call Off-Contract.
 - 3.3. If expenses are chargeable, they will only be chargeable up to the stated capped amount. If no capped amount is stated in the Call-Off Contract, then the capped amount shall be interpreted as zero and no expenses shall apply.
 - 3.4. Any claim for reimbursement of expenses must be submitted no later than monthly in arrears.
 - 3.5. No expenses shall be reimbursed for Suppliers working from their normal place of business (in any location) or their home.
 - 3.6. Suppliers shall be required to provide evidence of all expenses incurred on the submission of any invoice for the same. Any claims for expenses must be submitted with evidence (copies of VAT receipts).
4. Unless otherwise explicitly agreed under such Call-Off Contract as a variation of the application of this policy, there is no reimbursement of expenses for travel to any of the Buyer's main offices.
5. Subject to the above, only the following categories of expenses would be reimbursable. Where expenses are chargeable, such expense claims must also meet the following criteria:

Expenditure Type	Key Points
TRAVEL	
Car Parking	The Buyer will reimburse necessary and reasonable parking costs only.

Expenditure Type	Key Points
<p>Mileage</p>	<p><u>There are no mileage expenses payable for delivery of services from the Buyer's main offices, and Supplier's main sites, as listed for delivery of the services.</u></p> <p>If the Supplier travels to another place, other than their identified place of work, in order to perform their duties and go there straight from their home or return direct to their home after such a visit, the claim for mileage costs, should be for the lesser of:</p> <p>a) the mileage expenses actually travelled, and b) the expenses, which would have been incurred if the journey had started and finished at the normal place of work.</p> <p>If the personal circumstances and location of a particular individual lead to claims becoming excessive, the Buyer reserves the right to review and amend such claims as appropriate.</p> <p>The mileage reimbursement rate is 56p per mile unless agreed otherwise in advance between the Supplier and the Buyer.</p>
<p>Taxis Tolls & Congestion Charges</p>	<p>Taxi - used where own/company car use is impractical or hire car is not available.</p> <p>Unavoidable road tolls and congestion charges. For example, Severn Bridge Toll, London Congestion Charge</p>
<p>Travel (Public Transport)</p>	<p><u>Flights will not be reimbursed at any time unless specifically agreed in writing advance with the Buyer.</u></p> <p>Trains or buses used in the course of business travel.</p> <p>Rail travel shall be considered when:</p> <ul style="list-style-type: none"> - Train fare is less expensive than car travel - Door-to-door transit time is improved, or comparable to car travel - Driving presents an inconvenience or business risk (i.e. traffic) <p>All rail travel, including travel by Eurostar, must be economy or standard class (unless agreed otherwise in advance in writing by the Buyer).</p> <p><u>First class train fare will not be reimbursed.</u></p> <p>In order to reduce costs, where possible, rail bookings should be made more than seven (7) days in advance.</p> <p>The lowest available rail fare offered should be accepted and advantage taken of any restricted fares offered where possible.</p>

Expenditure Type	Key Points
ACCOMMODATION	
Hotels	<p>Hotel rates are limited by the Buyer to £100 including breakfast, per day, outside of London and £150 including breakfast, per day, within the M25.</p> <p>If an individual cannot find a hotel within these rates then the identified rate will be used as a cap on the actual invoice value and any amount above this will not be charged to the Buyer.</p>
MEALS & SUBSISTENCE	
Meals	<p>Cost of meals will only be reimbursed if overnight solely on the Buyer business, or where pre-6am morning / post 9pm late evening travel is required (see Qualifying Trips below). A daily limit of £20 per day applies. On qualifying dates, the Buyer will reimburse for breakfast, lunch and/or dinner up to the total daily limit.</p> <p>Qualifying Trips Meals may be reimbursed only when Suppliers:</p> <ul style="list-style-type: none"> - are required to stay away from home overnight whilst solely on the Buyer business, or - are working away from their main office base for a single day, and either leave home before 06:00 or return home after 21:00.

Expenditure Type	Key Points
OTHER BILLABLE EXPENSES	
<p>Personal Overnight Incidental Expenses</p> <p><i>“Daily Allowance”</i></p>	<p><u>No Personal Overnight Incidental Expenses will apply where the individual is providing services for one day only and/or not staying overnight.</u></p> <p>The Buyer will reimburse personal incidental expenses incurred as a result of an <u>overnight</u> stay away from home, where such expenses are incurred directly as a result of business travel for the Buyer service only.</p> <p>Claims are subject to daily limits set by HM Revenue and Customs (currently up to £4.25 per day for overnight stays within the UK).</p> <p>The following items may be reimbursed where reasonable:</p> <ul style="list-style-type: none"> - drinks other than with meals (but not alcohol). - laundry services (only for stays away from home of 5 consecutive nights or more) where work is performed solely for the Buyer. <p>The Buyer will not reimburse for:</p> <ul style="list-style-type: none"> - personal calls - incidental food and beverage items (e.g. snacks, coffees) taken during the day (other than as Meals) - newspapers, magazines - in-room movies - personal travel items (such as luggage or clothing) - toiletries - stationery
<p>Hotel Internet Calls</p>	<p>Itemised on the hotel bill for internet access and strictly Buyer business use only. Such use for Buyer business must be proven. This may only be reimbursed up to a cap of £5/day.</p>
<p>NON BILLABLE ITEMS</p> <p>For the avoidance of doubt, the following items are not chargeable.</p>	
<p>Telecommunications, mobiles</p>	<p>These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.</p>
<p>VISAs, Permission to work permits, etc.</p>	<p>These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.</p>
<p>Security Accreditation</p>	<p>These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.</p>
<p>Office space, facilities</p>	<p>These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.</p>
<p>Costs of relocation of any kind from other jurisdictions</p>	<p>These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.</p>

Expenditure Type	Key Points
Laptops for Suppliers	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. Please note Suppliers are responsible for the additional incremental costs of any security software required to access the Buyer's network.

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear Schedule, Clause and Paragraph references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date: <input type="text"/>
Supplier [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete rectification of Default	<input checked="" type="checkbox"/> Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

Joint Schedule 10 (Rectification Plan)
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Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 1 (Definitions)

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

1.3.12 in entering into a Contract the Relevant Authority is acting as part of the Crown; and

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone if specified within the Buyer's acceptance testing procedure and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	the Relevant Authority's right to: a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including

Joint Schedule 1 (Definitions)

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	<p>proposed or actual variations to them in accordance with the Contract);</p> <ul style="list-style-type: none">b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;c) verify the Open Book Data;d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; ork) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none">a) the Buyer's internal and external auditors;b) the Buyer's statutory or regulatory auditors;c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;d) HM Treasury or the Cabinet Office;e) any party formally appointed by the Buyer to carry out audit or similar review functions; andf) successors or assigns of any of the above;

"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Balanced Scorecard"	a tool for Call-Off Contract management activity, through measurement of a Supplier's performance against key performance indicator, which the Buyer and Supplier may agree at the Call-Off Contract Start Date;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the latter of the scheduled date of the end of a Call-Off Contract as stated in the Order Form or the date of completion of the last Deliverable due under the last Statement of Work under the Call-Off Contract;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;

"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Cap"	the maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of an agreed scope;
"Capped Time and Materials"	Time and Materials payable up to a specified Cap for delivery of the agreed scope of Deliverables;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; d) Executive Agency; or e) NHSx;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;

"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:

	<p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none">a) base salary paid to the Supplier Staff;b) employer's National Insurance contributions;c) pension contributions;d) car allowances;e) any other contractual employment benefits;f) staff training;g) work place accommodation;h) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); andi) reasonable recruitment costs, as agreed with the Buyer; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none">(i) Overhead;(ii) financing or similar costs;(iii) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;(iv) taxation;(v) fines and penalties;(vi) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and(vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
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"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13A (Health Implementation Plan and Testing) or Call-Off Schedule (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;

"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;

"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract or Statement of Work is terminated before the date specified in (a) above, the date of termination of the Contract or Statement of Work (as the context dictates);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 11.2 : a) in the first Contract Year, the Estimated Year 1 Charges; or b) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or c) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"Fixed Price"	the pricing mechanism whereby the Buyer agrees to pay the Supplier based on a capped price which shall cover all work performed and Deliverables required to be provided by the Supplier Staff and all materials used in the project, no matter how

	much work us required to complete each identified Deliverable within the agreed scope;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including: <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of a Central Government Body, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;

"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: a) are supplied to the Supplier by or on behalf of the Authority; or b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;

"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13A (Health Implementation Plan and Testing) or Call-Off Schedule 13B (Implementation Plan and Testing), as applicable, where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incremental Fixed Price"	the pricing mechanism where the overall Statement of Work is based on Capped Time and Materials, but where the prices for individual Deliverables Increments are fixed prior to the work being undertaken. The Charges for the first Deliverable Increment or Deliverables Increments for the Statement of Work will be fixed, but the Charges for subsequent Deliverables Increments will be reviewed and refined prior to the execution of each subsequent Deliverables Increment within the same Statement of Work;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;

"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p style="padding-left: 40px;">(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p style="padding-left: 40px;">(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p style="padding-left: 40px;">(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent</p>

	<p>amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs (whether registrable or otherwise), Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;

“Joint Controller Agreement”	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of Processing;
“Joint Control”	where two or more Controllers agree to jointly determine the purposes and means of Processing Personal Data;
"Key Staff"	the individuals (if any) identified as such in the Order Form and any Statement of Work;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
“KPI Target”	a key performance indicator target included in the Balanced Scorecard;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
“LED”	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;

"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan or Statement of Work;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Misconduct"	has the meaning given to it in Paragraph 7.2 of Framework Schedule 7 (Call-Off Award Procedures);
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<ul style="list-style-type: none"> a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; <p>but shall not include the Supplier's Existing IPR;</p>

<p>"NHSx"</p>	<p>means a joint unit bring together teams from the Department of Health and Social Care and NHS England and NHS Improvement to drive the digital transformation of care;</p>
<p>"Occasion of Tax Non-Compliance"</p>	<p>where:</p> <ul style="list-style-type: none"> a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> a) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; b) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
<p>"Open Book Data "</p>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> a) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; b) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; c) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and d) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;

	<p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6A (Health Order Form Template, SOW Template and Call-Off Schedules) or Framework Schedule 6B (Order Form Template, SOW Template and Call-Off Schedules), as applicable;
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;

"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies-2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1, as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> a) induce that person to perform improperly a relevant function or activity; or b) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> a) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or b) under legislation or common law concerning fraudulent acts; or c) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly

	assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or, Call-Off Schedule 9A (Health Security) or Call-Off Schedule 9B (Security), if applicable, in the case of a Call-Off Contract.
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant

"Confidential Information"	<p>Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	<p>all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;</p>
"Relevant Tax Authority"	<p>HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;</p>
"Reminder Notice"	<p>a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;</p>
"Replacement Deliverables"	<p>any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;</p>
"Replacement Subcontractor"	<p>a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);</p>
"Replacement Supplier"	<p>any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;</p>
"Request For Information"	<p>a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;</p>
"Required Insurances"	<p>the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;</p>
"Restricted Staff"	<p>any person employed or engaged by either Party, in the capacity of director or in any research, technical, IT, security, engineering, procurement, financial, legal or managerial role who has been engaged in the provision of the Deliverables or management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement over the previous 12 months, directly worked with or had any material dealings, but shall not include any person employed or engaged in an administrative, clerical, manual or secretarial capacity;</p>

"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13A (Health Implementation Plan and Testing) or Call-Off Schedule 13B (Implementation Plan and Testing), as applicable, or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9A (Health Security) or Call-Off Schedule 9B (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Service Provision"	one or more of the service provisions set out in Paragraph 1.1 of Framework Schedule 1 (Specification);
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;

"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Framework Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, in the case of a Call-Off Contract, the date specified in the Order Form, and in the case of a Statement of Work, the date specified in that Statement of Work;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements and expected outcomes in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Statement of Works" "(SOW)"	the document which, upon its execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion date(s) and charging method(s);
"Storage Media"	the part of any device that is capable of storing and retrieving data;

"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	<p>any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;</p>
"Subprocessor"	<p>any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;</p>
"Supplier"	<p>the person, firm or company identified in the Framework Award Form;</p>
"Supplier Assets"	<p>all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;</p>
"Supplier Authorised Representative"	<p>the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;</p>
"Supplier Compliance Officer"	<p>the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;</p>
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	<p>the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;</p>
"Supplier Equipment"	<p>the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;</p>

"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and

	b) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Time and Materials"	a pricing mechanism where by the Buyer agrees to pay the Supplier for the work performed by the Supplier Staff and for the materials used in the project based on pre-agreed rate cards and material disclosures and subject to time approval;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;

Joint Schedule 1 (Definitions)

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"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	a minimum of 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	18/01/21	Attachment 3 Pricing Matrix / Rate Card, Attachment 2b Evidence of Contract Example	Term of Framework, plus three years (with personal information to be protected at all times in accordance with applicable data protection laws and regulations)"

Call-Off Schedule 9A (Health Security)

1 Cyber Security Essentials Scheme

- 1.1 The Supplier shall provide the Buyer with evidence of Cyber Security Essentials compliance, in accordance with its obligations under Framework Schedule 9 (Cyber Essentials Scheme).

2 DSP Toolkit

- 2.1 The Supplier shall within 1 Working Day of the Start Date of this Call-Off Contract register on the DSP Toolkit system (and shall update its registration on any replacement to such system). All organisations that have access to NHS patient data and systems must use this toolkit to provide assurance that they are practising good data security and that personal information is handled correctly. All organisations should aim to achieve compliance level 3, and should satisfy the “Standards Met” level of evidence.
- 2.2 The Supplier shall abide by the terms and guidance as detailed in and provided by the DSP Toolkit system.
- 2.3 The Supplier shall maintain good information governance and security standards and practices that meet or exceed the DSP Toolkit standards required of its organisation type. The Supplier shall at all times apply Good Industry Practice in these areas.
- 2.4 The Supplier shall confirm to the Buyer the DSP Toolkit assessment level received at the frequency set out in Annex 2 of Call Off Schedule 15A (Health Supplier and Contract Management). Where applicable, the Buyer shall include this information within the Information Security Management Document Set annual review in accordance with Paragraph 11 of Annex 3.
- 2.5 Where the Supplier receives a DSP Toolkit assessment grade level of 2 or less, it shall notify the Buyer within 10 Working Days.
- 2.6 The Supplier shall comply with the DSP Toolkit incident reporting requirements in respect of, and notify the Buyer of, any sensitive data breach as soon as the Supplier discovers such breach and provide such information and cooperation as may be required. Where Personal Data is affected this notification must occur in a manner commensurate with the Buyer’s notification requirements as set out in Joint Schedule 11 (Processing Data).

3 Supplier Staff Vetting

- 3.1 All Supplier Staff shall be subject to pre-employment checks that include, as a minimum:
- 3.1.1 verification of identity;

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- 3.1.2 employment history;
- 3.1.3 unspent criminal convictions; and
- 3.1.4 right to work,

as detailed in the HMG Baseline Staff Security Standard (<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>), as may be amended or replaced by the Government from time to time.

- 3.2 The Supplier and Buyer shall agree on a case by case basis which Supplier Staff roles require specific government National Security Vetting clearances (such as 'SC') including but not limited to system administrators with privileged access to IT systems which store or Process Government Data.
- 3.3 The Supplier shall prevent Supplier Staff who have not yet received or are unable to obtain the security clearances required by this Paragraph 3 from accessing systems which store, process, or are used to manage Government Data, or from accessing Buyer Premises, except where agreed with the Buyer in writing.
- 3.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually. Details of training completion for all Supplier Staff shall be retained by the Supplier.
- 3.5 Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When Supplier Staff no longer need such access or leave the Supplier organisation, their access rights shall be revoked within 1 Working Day and the Supplier shall notify the Buyer of the same.

4 Exclusions and Application of Annexes

- 4.1 Nothing in this Schedule shall act to override the Supplier's obligation to Process Government Data and Personal Data in accordance with the Core Terms and each relevant Statement of Work. For the avoidance of doubt, unless authorised by the Buyer in writing, nothing in this Schedule shall permit the Supplier to remove any Government Data or Personal Data from the Buyer's system.
- 4.2 The Supplier shall comply with the terms of this Schedule (and any other reasonable cyber security requirements relating to the Deliverables notified to the Supplier by the Buyer from time to time), save where the Buyer specifies in the Order Form that a requirement does not apply or is amended in any way.
- 4.3 At all times, the Supplier shall apply Good Industry Practice with regard to the information and cyber security measures it is required to implement under this Schedule and shall ensure it remains up to date with regard to emerging cyber security practice.
- 4.4 The Supplier shall document the manner in which it complies with all relevant controls as laid out in this Schedule. This evidence shall be made available for Buyer review in order to assure the ongoing compliance with the requirements laid out herein. The

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Supplier shall make available such Supplier Staff and resources as are necessary to facilitate the Buyer's review of this information in a timely manner.

4.5 Save where the Buyer specifies in the Order Form that a requirement does not apply or is amended in any way, in addition to the terms set out above:

4.5.1 Annex 1 and Annex 2 shall also apply where the Supplier (and/or its Subcontractors) are designing systems that will Process Government Data, or are processing any Government Data (on either the Buyer's system or the Supplier's or Subcontractor's own systems);

4.5.2 Annex 1, Annex 2, Annex 3 and Annex 4 shall also apply where the Supplier (or its Subcontractors) are processing Government Data on the Supplier's or Subcontractor's own systems.

4.6 The requirements of Annexes 1 to 4 shall apply automatically based on the nature of the activities being undertaken by the Supplier, however the Buyer may indicate in its Order Form if any Annex shall be disapplied.

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Annex 1: Glossary of Security Terminology

Annex 2: Data Security by Design

Annex 3: Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures

Annex 4: Information Security Management Document Set Template

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ANNEX 1

Glossary of Security Terminology

1. Definitions

The following definitions apply to this Call-Off Schedule 9A (Health Security):

Breach of Security	<p>an event that results, was an attempt to result, or could result, in:</p> <ul style="list-style-type: none">(a) any unauthorised access to or use of the Government Data, the Deliverables and/or the Information Management System;(b) the loss, corruption, unauthorised modification or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer or the Supplier in connection with this Call-Off Contract;(c) any Personal Data Breach;(d) the loss of access to, corruption, inability to operate or other interference to the Deliverables or Information Management System; or(e) any part of the Supplier's system ceasing to be compliant with the Security Assurance Requirements;
Certification Requirement(s)	has the meaning given in Paragraph 6.2.1 of Annex 3 to this Schedule;
CHECK Service Provider	means a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the Security Testing required by Paragraph 12.5 of Annex 3 to this Schedule;
DSP Toolkit	means the NHS's online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards. All organisations that have access to NHS patient data and systems must use this toolkit to provide assurance that they are practising good data security and that personal information is handled correctly;
Government Security Classifications	means the Government policy that deals with classified information assets to ensure that they are appropriately protected located at: https://www.gov.uk/government/publications/government-security-classifications
Incident Management Process	is the process which the Supplier shall implement immediately after it becomes aware of, or aware of a high risk of, a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any

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	adverse impact on the Government Data, the Buyer, the Deliverables and users of the Deliverables and which shall be prepared by the Supplier as part of the Information Security Management Document Set using the template set out in Annex 4 to this Schedule;
Information Management System	comprises: (a) the Supplier Equipment; (b) the Supplier's system; and (c) those information assets, ICT systems and/or Sites which will be used by the Supplier or its Subcontractors to Process Government Data, together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources);
Information Security Approval Statement	a notice issued by the Buyer which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that the Buyer: (a) is satisfied that the identified risks have been adequately and appropriately addressed; and (b) the Supplier may use the Information Management System to Process Government Data;
Information Assurance Assessment	is the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier in line with the controls set out in ISO 27001:2013 or latest edition and using the template set out in Annex 4 to this Schedule;
Information Security Management Document Set	comprises: (a) the Information Assurance Assessment; (b) the Personal Data Processing Statement; (c) the Required Changes Register; and (d) the Incident Management Process, which shall be prepared by the Supplier using the templates set out in Annex 4 to this Schedule;
Information Security Management System or ISMS	means a set of policies and procedures for systematically managing protected data and information in accordance with security standards;
National Security Vetting	means the checks that are set out in the United Kingdom Security Vetting guidance located at:

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	https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels
NCSC Assured Service (CAS) Service Requirement Sanitation Standard	means the Service Requirement Sanitation Standard under the NCSC Assured Service located at: https://www.ncsc.gov.uk/information/commodity-information-assurance-services
Open Source Software	means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
Personal Data Processing Statement	sets out: <ul style="list-style-type: none"> (a) the types of Personal Data which the Supplier or its Subcontractors are Processing on behalf of the Buyer; (b) the categories of Data Subjects whose Personal Data the Supplier or its Subcontractors are Processing on behalf of the Buyer; (c) the nature and purpose of such Processing; (d) the locations at which the Supplier or its Subcontractors Process Government Data; and (e) the Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect the Government Data against a Breach of Security including a Personal Data Breach, <p>which shall be prepared by the Supplier and included in the Information Security Management Document Set;</p>
Process Government Data	any operation which is performed on Government Data, whether or not by automated means, including adapting, altering, collecting, combining, copying, destroying, erasing, organising, publishing retrieving, storing, structuring, transmitting or otherwise using Government Data;
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Buyer data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Buyer data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures, as well as steps to reduce the likelihood of compromise of the systems and assets that handle or affect Buyer data;
Required Changes Register	is the register within the Information Security Management Document Set which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information Management System and/or the Information Security Management Document Set as a consequence of the occurrence of any of the events set out in Paragraphs 11.2 or 11.3 of Annex 3 of this Schedule together with

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	the date by which such change shall be implemented and the date on which such change was implemented;
Security Assurance Requirements	has the meaning given in Paragraph 6.2 of Annex 3 to this Schedule;
Security Assurance Statement	has the meaning given in Paragraph 5.1.1 of Annex 3 to this Schedule;
Security Information and Event Management System (SIEM)	means an approach to security management that combines SIM (security information management) and SEM (security event management) functions into one security management system;
Security Testing	means the security testing specified in Paragraph 12 of Annex 3 of this Schedule;
Statement of Applicability	means the Supplier's Statement of Applicability as required in accordance with ISO/IEC 27001:2013;
Supplier COTS Software	means Supplier Software (including Open Source Software) that the Supplier makes generally available commercially prior to the Start Date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price;
Supplier Software	means software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Deliverables;
Supplier Solution	means the Supplier's solution, tender or bid for the provision of the Deliverables;
Third Party COTS Software	means Third Party Software (including Open Source Software) that the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price;
Third Party Software	means software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Deliverables; and

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Vulnerability Correction Plan	has the meaning given to it in Paragraph 12.6 of Annex 3 to this Schedule.
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ANNEX 2:

Data Security by Design

1. Application of this Annex

The provisions of this Annex apply where the Supplier (or its Subcontractors) are (i) processing any Government Data (which could be electronic or on paper), and / or (ii) are designing or updating software and systems for the Buyer.

Further provisions associated with *using Supplier's own systems* to Process Government Data are set out in Annex 3.

2. Compliance with Buyer's Security Procedures When Working on Buyer's systems

2.1 The Supplier shall, and shall ensure that its Subcontractors shall, comply with the Buyer's security policies standards and procedures as notified to the Supplier when working on the Buyer's systems and premises.

2.2 The Supplier shall only use the Government Data and other information provided by the Buyer solely for delivery of the Deliverables.

3. Location of Government Data

3.1 The Supplier shall not and shall procure that none of its Subcontractors Process Government Data outside of the UK without the prior written consent of the Buyer and the Supplier shall not change where it or any of its Subcontractors Process Government Data without the Buyer's prior written consent, which may be subject to conditions.

4. Vulnerabilities and Corrective Action

4.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.

4.2 Where the Buyer is responsible for the delivery of the Information Management System, and the Supplier recognises any security vulnerability, the Supplier shall notify the Buyer promptly of the issue. Where the Supplier is responsible for delivery of the Information Management System, Paragraph 14 of Annex 3 shall apply.

5. Security by Design

5.1 The Supplier shall ensure that where it is responsible for the design of systems to Process Government Data, this shall be done in accordance with:

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- 5.1.1 the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;
- 5.1.2 the NCSC "Bulk Data Principles", a copy of which can be found at <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main>;
- 5.1.3 the NCSCS "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principlesprinciples> ;
- 5.1.4 the NCSC "Supply Chain Management" a copy of which can be found at: <https://www.ncsc.gov.uk/collection/supply-chain-security>;
- 5.1.5 the NCSC "Penetration Testing Guidance" a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/penetration-testing>; and
- 5.1.6 any reasonable requirements identified by the Buyer from time to time and in accordance with Good Industry Practice.

6. Data Destruction and Deletion

- 6.1 Subject to Paragraph 2.1 of this Annex, where applicable in relation to information on the Supplier's systems or site under the Supplier's control, the Supplier shall, and shall ensure each Subcontractor who has access to the Government Data shall:
 - 6.1.1 prior to securely sanitising any Government Data or when requested, provide the Buyer with all Government Data in an agreed open format;
 - 6.1.2 securely erase in a manner agreed with the Buyer, any or all Government Data held by the Supplier when requested to do so by the Buyer;
 - 6.1.3 securely destroy in a manner agreed with the Buyer all media that has held Government Data at the end of life of that media in accordance with any specific requirements in this Contract and, in the absence of any such requirements, in accordance with Good Industry Practice and as agreed by the Buyer;
 - 6.1.4 ensure Sites used for the destruction of Government Data are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013, subject to the Buyer agreeing the controls as indicated by the Statement of Applicability;
 - 6.1.5 implement processes which address the Centre for the Protection of National Infrastructure (CPNI) and NCSC guidance on secure sanitisation;
 - 6.1.6 are certified as compliant with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard or an alternative standard as agreed by the Buyer; and

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- 6.1.7 provide the Buyer with formal assurance and evidence of any erasure or destruction occurring pursuant to Paragraph 6 of this Annex (typically in the form of a certificate of destruction).

- 6.2 The Supplier shall provide the Buyer with evidence of its and its Subcontractors' compliance with the requirements set out in this Paragraph before the Supplier or the relevant Subcontractor (as applicable) may carry out the secure destruction of any Government Data.

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Annex 3

Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures

1 Application of this Annex

- 1.1 The provisions of this Annex apply in addition to those set out in Annex 2 where the Supplier (and/or its Subcontractors) are processing Government Data on the Supplier's or Subcontractor's own systems.

2 Security Classification of Information

- 2.1 This Annex defines the further security requirements and assurance process for the Supplier to Process Government Data which is classified up to the Government Security Classifications standard of 'OFFICIAL-SENSITIVE'.

3 Supplier's Information Security Management System

- 3.1 The Supplier shall maintain and operate an Information Security Management System ("ISMS"). The ISMS shall:
- 3.1.1 be owned and approved by Supplier senior management;
 - 3.1.2 cover the entire scope of environments that handle, support or affect Government Data and the Buyer's system;
 - 3.1.3 be created in line with accepted industry standards, including ISO27001, NIST guidance, National Cyber Security Centre (NCSC) advice, as well as specific requirements identified by the Buyer, and Good Industry Practice;
 - 3.1.4 be actively maintained and reviewed on an annual basis from the Call-Off Start Date, as well as in response to relevant incidents, threats and other changes that would necessitate a review of controls;
 - 3.1.5 be supported through policy such that compliance and operation of the ISMS is a mandatory part of all Supplier Staff job performance;
 - 3.1.6 provide for the identification of risks to the Supplier, Government Data and the Buyer System, as well as the appropriate remediation of these risks in line with an agreed risk appetite;
 - 3.1.7 be made available by the Supplier for review by the Buyer for approval;

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- 3.1.8 be updated in response to identified security gaps, emerging security threats or risk areas, relevant internal or external factors, and reasonable requests by the Buyer; and
- 3.1.9 provide for appropriate protective monitoring and incident response measures such that incidents affecting Government Data are identified in a timely manner, and appropriate plans and processes exist to ensure this is performed in a repeatable manner. These plans shall be included for Buyer review.

4 Principles of Security

4.1 The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Government Data and, consequently on the security of:

- 4.1.1 the Supplier's system(s) used to deliver the service to the Buyer;
- 4.1.2 the Supplier Solution;
- 4.1.3 the Deliverables; and
- 4.1.4 the Supplier's corporate security measures

4.2 Notwithstanding the involvement of the Buyer in assessing the arrangements which the Supplier shall implement in order to ensure the security of the Government Data and the Information Management System, the Supplier shall be, and shall remain, responsible for:

- 4.2.1 the security, confidentiality, integrity and availability of the Government Data whilst that Government Data is under the control of the Supplier or any of its Subcontractors; and
- 4.2.2 the security of the Information Management System.

4.3 The Supplier shall provide the Buyer with access to members of its information security personnel to facilitate the Buyer's assessment of the Supplier's compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.

4.4 The Supplier shall ensure, at all times during the Call-Off Contract Period, that the Supplier and each Subcontractor who is responsible for any Government Data have documented processes to ensure the availability of Government Data in the event of the Supplier or Subcontractor ceasing to trade.

4.5 Where the Supplier subcontracts any activities supporting the delivery of the Deliverables, the Supplier shall be responsible for documenting relevant Subcontractors' compliance with the measures contained herein to the same standard that the Supplier is required to document. Such evidence of compliance shall be provided to the Buyer at the Buyer's request, and always prior to any release of information that has not been

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previously approved. The Buyer reserves the right to reject the Supplier's use of any Subcontractor where such Subcontractor's compliance with applicable security requirements cannot be appropriately assured.

4.6 The Supplier shall implement such additional measures as may be agreed with the Buyer from time to time in order to ensure that Government Data is safeguarded in accordance with applicable Standards.

4.7 In rare cases an external factor may require the enhancement of the provisions of this Annex 3, (for example the compromise of a previously trusted encryption algorithm). If and when these cases occur, the Supplier shall:

4.7.1 notify the Buyer of the relevant external factor requiring an enhancement of the provisions of this Annex 2; and

4.7.2 implement appropriate compensating controls to mitigate these new risks, subject to approval by the Buyer.

5 Security Assurance Statement

5.1 The Supplier may not use the Information Management System to Process Government Data unless and until:

5.1.1 the Supplier has provided a statement to the Buyer presenting the residual security risks associated with the Information Management System and confirming and detailing the Supplier's compliance with the Security Assurance Requirements (a "**Security Assurance Statement**"); and

5.1.2 the Buyer has issued the Supplier with an Information Security Approval Statement.

5.2 The Buyer shall review the Security Assurance Statement as soon as possible (and in any event within 20 Working Days of receipt) and shall either issue the Supplier with:

5.2.1 an Information Security Approval Statement; or

5.2.2 a rejection notice which shall set out the Buyer's reasons for rejecting the Security Assurance Statement. If the Buyer rejects the Security Assurance Statement, the Supplier shall take the Buyer's reasons into account in the preparation of a revised Security Assurance Statement, which the Supplier shall submit to the Buyer for review within 10 Working Days or such other timescale as agreed with the Buyer.

6 Security Assurance Requirements

6.1 The Supplier shall provide a high-level design of the Supplier's system, which illustrates elements of the Supplier's system provided directly by the Supplier and sub-contracted

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systems used to deliver the Deliverables to the Buyer.

6.2 The Supplier shall, and shall ensure that each Subcontractor which Processes Government Data:

6.2.1 is certified with ISO/IEC 27001:2013 or latest edition, by a United Kingdom Accreditation Service (UKAS) approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013, with a scope sufficient to cover the Deliverables and the Information Management System throughout the Call-Off Contract Period, which includes the sub processors and Subcontractors of the Deliverables, and provides the Buyer with a copy of each such certificate (the “**Certification Requirement(s)**”). The Statement of Applicability for the relevant ISO/IEC 27001 implementation shall be made available for the Buyer to review prior to acceptance of the Supplier's ISO 27001 certification;

6.2.2 completes a self-assessment and maintains registration with the DSP Toolkit (<https://www.ds-toolkit.nhs.uk/>);

6.2.3 provides a statement of compliance, and maintains such compliance, of the Supplier's system, and that of its Subcontractors of being compliant with the Data Protection Legislation;

6.2.4 provides and updates a list of all of the Subcontractors used to deliver the Deliverables to the Buyer; and

6.2.5 completes the Information Security Management Document Set in Annex 4 and documents in the Information Security Management Document Set how the Supplier and its Subcontractors shall comply with the requirements set out in this Schedule and the Contract in order to ensure the security of the Government Data and the Information Management System;

and the requirements of Paragraphs 6.2.1 to 6.2.5 together constitute the “Security Assurance Requirements”.

6.3 The Supplier shall notify the Buyer as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Subcontractor ceases to be compliant with the Security Assurance Requirements and, as directed by the Buyer, shall or shall procure that the relevant Subcontractor shall:

6.3.1 immediately cease using the Government Data; and

6.3.2 promptly return, destroy and/or erase the Government Data in accordance with the requirements set out in Paragraph 6 of Annex 2 to this Schedule.

6.4 Where such a lack of compliance would constitute a high risk of sensitive information disclosure, the Supplier shall institute the Incident Management Process.

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7 End User Devices

- 7.1 The Supplier shall ensure that any Government Data which resides on a mobile, removable or physically uncontrolled device is stored and encrypted, in line with NCSC guidance on End User Devices (EUD), by using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
- 7.2 The Supplier shall ensure that any device which is used to Process Government Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.bc.gov.uk/guidance/end-user-device-security>.

8 Protecting Data in Transit

- 8.1 The Supplier shall ensure that any Government Data which it causes to be transmitted over any public or private network (including the internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted, to a minimum standard TLS1.2 configured to NCSC standards as set out in the NCSC guidance on Using TLS to Protect Data, a copy of which can be found at: <https://www.bc.gov.uk/guidance/tls-external-facing-services>.

9 Identity, Authentication and Access Control

- 9.1 The Supplier shall operate an access control regime to ensure:
- 9.1.1 all users and administrators of the Supplier's system are uniquely identified and authenticated, to a minimum standard of AAL2 or AAL3, when accessing or administering the Deliverables. Unless otherwise specified, the default standard shall be AAL2; and
 - 9.1.2 all persons who access the sites are identified and authenticated to a level commensurate with Good Industry Practice bearing in mind the activity that occurs, and the Government Data stored or systems hosted at the relevant sites.
- 9.2 The Supplier shall apply the 'principle of least privilege' when allowing Supplier Staff access to the Supplier managed systems and sites so that such persons are allowed access only to those parts of the sites and systems they require for the fulfilment of their responsibilities in relation to the provision of the Deliverables.
- 9.3 The Supplier shall retain records of access to the sites and to the Supplier's system and shall make such records available to the Buyer on request. The Supplier shall proactively monitor access records for suspicious access events and investigate any suspicious activity.

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10 Audit and Protective Monitoring

- 10.1 The Supplier shall collect audit records which relate to security events in a Security Information and Event Management System (SIEM) or an equivalent set of tools and processes. This information must be maintained to a standard that will provide for the review and investigation of incidents, events, and false positives, as well as suspected cases of the previous, after the fact. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage or accounts accessing higher than average amounts of Government Data, unusual movements of data, as well as all privileged access events and high risk system configuration changes (such as enabling connectivity, changing system software, enabling or disabling of system services or logs).
- 10.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the core Information Management System.
- 10.3 The retention periods for audit records and event logs must be agreed with the Buyer and documented in the Information Security Management Document Set.

11 Compliance Reviews

- 11.1 The Supplier shall regularly review and update the Information Security Management Document Set, and provide such to the Buyer, at least once each year, and upon any material change to the Information Management System and as required by this Paragraph 11. Alongside any updated Information Security Management Document Set, the Supplier shall provide a summary of the changes made.
- 11.2 The Supplier shall notify the Buyer of all planned significant changes to the components or architecture of the Deliverables, and within 2 Working Days after becoming aware of any unplanned significant change to the components or architecture of the Deliverables, and shall not proceed or reverse such change unless the Buyer gives its written consent to such change within 10 Working Days of notification.
- 11.3 The Supplier shall notify the Buyer within the appropriate timescales (see below) after becoming aware of:
- 11.3.1 a new risk to the components or architecture of the Deliverables;
 - 11.3.2 a vulnerability to the components or architecture of the Services which is classified 'Medium', 'High', 'Critical' or 'Important' in accordance with the classification methodology set out in Paragraph 14.2 of this Annex 3 to this Schedule;
 - 11.3.3 a change in the threat profile;

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- 11.3.4 a significant change to any risk component;
 - 11.3.5 a significant change in the quantity of Personal Data held within the Information Management System;
 - 11.3.6 a proposal to change any of the Sites from which any part of the Deliverables are provided;
 - 11.3.7 a change in any Subcontractor involved in the provision of the Deliverables; or
 - 11.3.8 an ISO 27001 audit report produced in connection with the Certification Requirements indicating significant concerns.
- 11.4 Any identified risks, vulnerabilities, or other security concerns that are rated as Critical shall be notified as soon as possible, and within one hour. Notification to include email, telephone and other measures, and the supplier must secure acknowledgement before considering this SLA to be met. For High, this period may be extended to 1 working day, and for all other topics the period is 2 Working Days.
- 11.5 Within 10 Working Days of such notification to the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register to the Buyer for review and approval. Depending on the impact of the risks being mitigated, this timescale may be considerably shorter and the buyer reserves the right to require priority and / or emergency changes for remediation of Critical and High severity risks.
- 11.6 Where the Supplier is required to implement a change, including any change to the Information Management System, in order to remedy any non-compliance with this Contract, the Supplier shall effect such change at its own cost and expense and within the timescales set out in the Required Changes Register.
- 11.7 The Buyer may require, and the Supplier shall provide the Buyer and its authorised representatives with:
- 11.7.1 access to the Supplier Staff;
 - 11.7.2 access to the Information Management System to audit the Supplier and its Subcontractors' compliance with this Contract; and
 - 11.7.3 such other information and/or documentation that the Buyer or its authorised representatives may reasonably require;
 - 11.7.4 to assist the Buyer to establish whether the arrangements which the Supplier and its Subcontractors have implemented in order to ensure the security of the Government Data and the Information Management System are consistent with the representations in the Information Security Management Document Set. The Supplier shall provide the access required by the Buyer in accordance with

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this Paragraph within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Buyer with the access that it requires within 24 hours of receipt of such request.

12 Security Testing

12.1 The Supplier shall, at its own cost and expense procure and conduct Security Testing of the Supplier's system, including any subcontracted systems used to provide the Deliverables to the Buyer. If specified by the Buyer this must be undertaken by a CHECK Service Provider, otherwise this may be undertaken by a service provider under the CREST, TIGER or Cyber scheme:

12.1.1 Crest <https://www.crest-approved.org/>

12.1.2 Tiger <https://www.tigerscheme.org/>.

12.2 All Security Testing must be scoped so as to provide a realistic assessment of the efficacy of the Supplier's ISMS and risk mitigations. Service providers carrying out Security Testing should be provided with the security designs that they are validating and reports should include an assessment as to whether the existing control set is in line with the expected mitigations.

12.3 The Supplier shall complete all of the Security Testing before the Supplier submits the Security Assurance Statement to the Buyer for review in accordance with Paragraph 5 of this Annex, and repeat the Security Testing not less than once every 12 months and upon any significant change to the Supplier's system during the Call-Off Contract Period and submit the results of each such test to the Buyer for review in accordance with this Paragraph.

12.4 Reports and results of the Security Testing shall be made available for Buyer review such that the Buyer can have confidence and assurance over the residual risk of the Supplier's system.

12.5 If Security Testing is required to be carried out by a CHECK Service Provider pursuant to Paragraph 12.1 the Supplier shall:

12.5.1 agree with the Buyer the aim and scope of the relevant Security Testing; and

12.5.2 promptly, following receipt of each Security Testing report, provide the Buyer with a copy of the report.

12.6 in the event that the Security Testing report identifies any vulnerabilities, the Supplier shall prepare a remedial plan for approval by the Buyer (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the Security Testing report:

12.6.1 how the vulnerability will be remedied;

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- 12.6.2 the date by which the vulnerability will be remedied; and
 - 12.6.3 the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include further Security Testing) to confirm that the vulnerability has been remedied.
- 12.7 The Supplier shall comply with the Vulnerability Correction Plan and conduct such further tests on the Supplier's system as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.
- 12.8 The Supplier shall ensure that any Security Testing which could adversely affect the Supplier's system shall be designed and implemented by the Supplier so as to minimise the impact, on the delivery of the Deliverables, for example by using a representative test environment, and the date, timing, content and conduct of such tests shall be agreed in advance with the Buyer.
- 12.9 If any testing conducted by or on behalf of the Supplier identifies a new risk new threat, vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Supplier shall within 2 days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Buyer with a copy of the unredacted test report and:
- 12.9.1 propose interim mitigation measures to vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and
 - 12.9.2 where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Deliverables (in order to reduce the attack surface of the Supplier's system) within the timescales set out in the test report or such other timescales as may be agreed with the Buyer.
- 12.10 The Supplier shall conduct such further tests of the Supplier's system as may be required by the Buyer from time to time to demonstrate compliance with its obligations set out this Schedule and the Contract.
- 12.11 The Supplier shall notify the Buyer immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in this Annex.

13 Security Monitoring and Reporting

13.1 The Supplier shall:

- 13.1.1 monitor the delivery of assurance activities;
- 13.1.2 maintain and update the Security Assurance Statement in accordance with Paragraph 5 of this Annex;

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- 13.1.3 monitor security risks impacting upon the operation of the Deliverables;
- 13.1.4 monitor the Information Management System for attempted Breaches of Security, including but not limited to, failed authentication, attempted brute force, indications of attempted denial of service attacks, attempted or actual data exfiltration, suspicious system alterations, and privileged access;
- 13.1.5 report actual or attempted Breaches of Security in accordance with the approved Incident Management Process; and
- 13.1.6 agree with the Buyer the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Buyer within 30 days of the Start Date of this Call-Off Contract.

14 Vulnerabilities and Corrective Action

- 14.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.
- 14.2 The severity of vulnerabilities for Supplier COTS Software and Third Party COTS Software shall be categorised by the supplier as 'critical', 'important' and 'other' by aligning these categories to the vulnerability scoring according to the agreed method in the Information Security Management Document Set and using the appropriate vulnerability scoring systems including:
 - 14.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at <http://nvd.nist.gov/cvss.cfm>); and
 - 14.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 14.3 Subject to Paragraphs 14.4 and 14.5 and of this Annex, the Supplier shall procure the application of security patches to vulnerabilities in the core Information Management System within:
 - 14.3.1 2 days after the public release of patches for those vulnerabilities categorised as 'critical';
 - 14.3.2 30 days after the public release of patches for those vulnerabilities categorised as 'important'; and
 - 14.3.3 60 days after the public release of patches for those vulnerabilities categorised as 'other'.
- 14.4 Where a vulnerability is discovered or reasonably suspected to be under active

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exploitation upon discovery, or within the agreed remediation timeframe, and posing an active risk to Government Data, the timeframes set out in Paragraph 14.3 shall cease to apply and the remediation will be escalated as an emergency and progressed as soon as possible in active consultation with the Buyer.

14.5 The timescales for applying patches to vulnerabilities in the core Information Management System set out in Paragraph 14.3 of this Annex shall be extended (subject to Buyer agreement) where:

14.5.1 the Supplier can demonstrate that a vulnerability in the core Information Management System is not exploitable within the context of the Deliverables (e.g. because it resides in a software component which is not involved in running in the Deliverables) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 14.3 of this Annex if the vulnerability becomes exploitable within the context of the Deliverables;

14.5.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Deliverables in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

14.5.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Information Security Management Document Set.

14.6 The Information Security Management Document Set shall include provisions for major version upgrades of all Supplier COTS Software and Third Party COTS Software to be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support throughout the Call-Off Contract Period unless otherwise agreed by the Buyer in writing.

15 Breach of Security

15.1 If either Party becomes aware of an actual or attempted Breach of Security, it shall notify the other in accordance with the Incident Management Process.

15.2 The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:

15.2.1 immediately take all reasonable steps necessary to:

- minimise the extent of actual or potential harm caused by such Breach of Security;
- remedy such Breach of Security to the extent possible;

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- apply a tested mitigation against any such Breach of Security;
- prevent a further Breach of Security in the future which exploits the same root cause failure; and
- preserve any evidence that may be relevant to any internal, Buyer or regulatory investigation or criminal or legal proceedings;

15.2.2 notify the Buyer immediately upon becoming aware of a Breach of Security or attempted Breach of Security or circumstances that are likely to give rise to a Breach of Security, providing the Buyer with sufficient information to meet any obligations to report a Breach of Security involving any Personal Data under the Data Protection Legislation; and

15.2.3 as soon as reasonably practicable and, in any event, within 2 Working Days, following the Supplier becoming aware of the Breach of Security or attempted Breach of Security, provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

15.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Subcontractors and/or all or any part of the Information Management System with this Contract, then such remedial action shall be completed at no additional cost to the Buyer.

16 Termination Rights

16.1 Without limitation, the following events shall constitute a material Default giving the Buyer a right to terminate for cause pursuant to Clause 10.4.1(d) of the Core Terms:

16.1.1 the Buyer issues two rejection notices in respect of the Security Assurance Statement;

16.1.2 the Supplier fails to implement a change required by the Required Changes Register in accordance with the timescales set out in the Required Changes Register;

16.1.3 the Supplier fails to patch vulnerabilities in accordance with Paragraph 14 of Annex 3;

16.1.4 the Supplier materially fails to comply with the Incident Management Process;

16.1.5 the Supplier fails to meet the Certification Requirements;

16.1.6 the Supplier fails to comply with any Vulnerability Correction Plan; or

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- 16.1.7 the Supplier experiences an event analogous to a Breach of Security in respect of its own or any other customers' data and any contributing factor to such event:
- a) would be a cause for termination pursuant to this Paragraph 16 had such event been a Breach of Security pursuant to this Contract; or
 - b) demonstrates a failure to meet the requirements of this Schedule that gives the Buyer a right to terminate pursuant to this Paragraph 16.

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Annex 4

Information Security Management Document Set Template



Call-Off Schedule
9A (Health Security)

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 21 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
 - 1.4.6 (where applicable) the Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

Joint Schedule 6 (Key Subcontractors)

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- 1.5 If requested by CCS and/or the Buyer, within 10 Working Days, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the buyer can end this contract) and 10.5 (When the supplier can end the contract) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date and the Statement of Work lists the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the SOW Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work

- together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables;
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced; and
 - 1.5.6 on written request from the Buyer, provide a copy of the contract of employment or engagement (between the Supplier and Supplier Staff) for every member of the member of the Supplier Staff made available to the Buyer under the Call-Off Contract when providing Deliverables under any Statement of Work.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Definitions

Expression Acronym	or	Definition
NICE		National Institute for Health and Care Excellence
CQC		Care Quality Commission
HRA		Health Research Authority
MHRA		Medicines and Healthcare products Regulatory Agency
MAAS		Multi-Agency Advice Service
CCG		Clinical Commissioning Groups

Call-Off Schedule 20 (Call-Off Specification)

1. Context

1. The AI & Digital Regulations Service is a project funded by the NHS AI Lab. The project is a collaboration between four regulatory bodies ('Project partners'):
 - 1.1. the National Institute for Health and Care Excellence (NICE; with project oversight) provides national guidance and advice to improve health and social care,
 - 1.2. the Care Quality Commission (CQC) is the independent regulator of health and social care in England,
 - 1.3. the Health Research Authority (HRA) provides a unified national system for the governance of health research, and;
 - 1.4. the Medicines and Healthcare products Regulatory Agency (MHRA) ensures that medicines and medical devices work and are acceptably safe.
2. The aim of the project is to:
 - 2.1. enable collaboration between the partner agencies to identify challenges and barriers in the regulatory pathway and to resolve these;

- 2.2. articulate the regulatory and health technology assessment (HTA; i.e. evaluation of effectiveness and cost-effectiveness) pathway clearly for developers and adopters, so they know what they need to do when, who to contact, etc;
 - 2.3. bring together in one place support, information and advice on the regulation and HTA pathways for artificial intelligence (AI) in health and care, and other data-driven technologies (DDT);
 - 2.4. identify and tackle 'content gaps' related to the above and in response to priority user needs, and;
 - 2.5. collaboratively research, test and develop a multi-agency advice service whose form and function best reaches key users and enables them to achieve their goals.
3. User mapping has been undertaken as part of discovery, and the key users (summarised) for this project are:
 - 3.1. Developers of AI and data-driven technologies, who could be from industry, academic researchers or professionals within the health and social care system.
 - 3.2. Adopters, who could be people or teams working within care and health provider organisations, such as primary care, GPs and GP networks, integrated care systems, care homes, NHS trusts, clinical commissioning groups (CCGs) and local authorities.
 - 3.3. This research has been further honed during the alpha and private beta research phases, and the six main archetypes are shown in Annex C .
4. While not a key user per se, the working practices, needs and constraints of employees at the Project partner organisations responsible for running the service should also be well understood to enable effective service delivery.
 5. The primary outcome of the service is to provide easy access to comprehensive information and support so that developers of AI and data-driven technologies can meet robust measures of assurance in safety and quality, and health and care providers ('adopters') have the knowledge and tools to help them adopt and deploy the best AI technologies.
 6. Based on the research undertaken to date in the discovery, alpha and beta phases 1 and 2, the service component of the project (as distinct from policy development) focuses on the following two features:
 - 6.1. An informational website which maps out and clarifies the regulatory and HTA pathway for AI and data-driven technologies, highlighting relevant guidance and materials that developers and adopters need when they need it, so that they can make

regulatory progress more effectively whilst (ideally) expending less resource. The developer area of the website launched in public beta in March 2023 under the title of the AI and Digital Regulations Service. The adopter area is in private beta at time of writing this spec. The whole website is expected to launch in public beta in June 2023.

6.2. A centralised transactional resource that makes it easier for developers and adopters to access advice and support they need by triaging them to the most appropriate of existing support offers whilst 'hiding the wiring'.

6.2.1. Research from alpha recommended that transactional support for developers will eventually be delivered via the NHS Innovation Service (NHSIS), expanding the remit of their current service offering, instead of creating another transactional front door. Details on this proposal, including high level technical architecture information arising from alpha research, is shown in Annex A, along with links to further information on the NHSIS.

6.2.2. A simple 'contact us' online form acts as the 'back-door' available for adopters as well as any developers with accessibility issues.

6.2.2.1. At time of publishing this spec, one of the Project partners is yet to join the Innovation Service. Until all partners are signed up and able to provide joined-up advice, the 'contact us' form will be the primary entry point.

7. The design and build part of beta phase 1 was completed in early August 2022, which focused on the developer pathway, including:

7.1. Refining the user journey, routing developers so that they can view guidance more tailored to the product they are developing

7.2. Testing copy with users to ensure it is intelligible, user friendly, scores high on readability whilst being still accurate from a legal, regulatory and technical perspective

7.3. Search-engine optimisation (SEO) research, and using this to develop copy, service name and domain name

7.4. Developing style guides and other collateral to support future copy development

7.5. Developing guides for using the service for adopters, to support them to use it and get benefit from it

7.6. Significant user research with both developers and adopters, including testing of the end-to-end

- 7.7. Refining the design to ensure the service was perceived as trustworthy, had clarity of offer and appealed to our target users
 - 7.8. Building this service so that it could be tested in the private beta testing phase from August until September 2022
 - 7.9. Set up of analytics (Hotjar and Google analytics) to assess user experience and service performance during private beta, and training team members in the core project working group to undertake this appropriately
 - 7.10. Development of a backlog and roadmap for further iteration during beta phase 2.
8. Beta phase 2 was completed in April 2023, which focused on the adopter pathway as well as building upon the work undertaken in phase 1, including:
- 8.1. Testing adopter copy with users to ensure it is intelligible, user friendly, scores high on readability whilst being still accurate from a legal, regulatory and technical perspective
 - 8.2. Search engine optimisation (SEO) research and strategy development
 - 8.3. Style guides which include agreed terminology, language
 - 8.4. Tested design patterns and user journeys for developers as well as adopters
 - 8.5. Further testing of existing developer-oriented content, robustly tested during private beta, much of which is content-wise identical to the adopter-facing content but with a different framing / emphasis
 - 8.6. Revising and improving the design and build of the service based on findings from private beta testing of phase 1
 - 8.7. Developing the transactional side of the service, including the user journey and flow from informational component through to transactional
 - 8.8. Ensuring the design of the service meets the needs of all users, including those with accessibility needs.
9. The successful supplier for the public beta improvement phase will build upon significant foundational work undertaken in phases 1 and 2, including but not limited to:
- 9.1. Revising and improving the design and build of the service based on findings from private beta testing in phases 1 and 2

- 9.2. Conducting user research with developers and adopters to test the public beta version of the website and ensure the web platform continues to meet the needs of all users
 - 9.3. Implementing, testing and iterating new features and functionalities to improve the user experience
 - 9.4. Implementing additional functionalities to the front-end of the CMS to improve the experience of the Project content team
 - 9.5. Developing the service to incorporate additional content from the devolved nations
 - 9.6. Exploring further synergies with the NHS Innovation Service, to enable smooth integration of the two services (where appropriate).
10. At the time of the successful supplier on-boarding, the service will be running in public beta. The successful supplier will be expected to provide technical / service desk support.
11. In line with government funded digital services, a project with a transactional service must pass the Central Digital and Data Office (CDDO) / Government Digital Services (GDS) assessments to progress to different stages of development, e.g. from public beta to live. The website previously was exempt from undergoing the GDS as there is not currently a clear transactional element but it should be expected that any work undertaken by the supplier as part of this commission, including development of artefacts and user research documentation, should adhere to the service standard, and may be used in a future service assessments, and therefore should be of a sufficiently high quality.

2. Scope

1. The Project partners are looking for a digital agency to build upon the findings since releasing the service into public beta, build new features on the service, and provide service support to fix bugs or other major issues that arise to the website. This will build on the work undertaken in the discovery and alpha phases as well as beta phases 1 and 2.
2. We expect this will involve the following, with specific objectives provided in Section 18:
 - 2.1. Conducting further research into the archetypes of our users to identify additional key user needs; researching, developing and testing solutions to these needs
 - 2.2. Improving and testing the responsive layout design for use by different monitor sizes, including mobile presentation.

- 2.3. Ensuring that the design of the service is fit for both the current (and potential future) regulatory landscape, ensuring priority needs of users are met.
- 2.4. Researching and revising the functionality and content of the 'about this service', 'advice services', 'resources' and 'glossary' pages
- 2.5. Increasing the functionality of the content management system to allow more areas of the service to be editable on the front end.
- 2.6. Researching, developing and testing solutions for implementing case studies to bring the most benefits to users
- 2.7. Improving and implementing the search-engine optimisation (SEO) strategy
- 2.8. Incorporating visual identity designs into the website design
- 2.9. Researching and developing solutions for incorporating new content from the devolved nations
- 2.10. Providing technical and service desk support for the running of the service in public beta
- 2.11. Maintaining a close working relationship with the NHS Innovation Service to further explore synergies between the two services.
3. The digital agency will build upon the findings from and (where appropriate) raw research materials undertaken in alpha, discovery and beta phases 1 and 2 which are outlined in Annex B.
4. The successful supplier should assume that the service may need to undergo a Central Digital and Data Office (CDDO) [service assessment](#) at some point in the future. The digital agency is expected to pursue the work with full regard to the needs to evidence best practice delivery against the [service standard](#) throughout the work, so that artefacts suitable for an assessment or handover to another supplier are delivered. If relevant, the digital agency may be expected to contribute to both the assessment report, presentation and attending the assessment itself.
5. The digital agency will be assisted by an in depth on-boarding phase with all Project partners, including sharing of materials in advance.
6. Budget and time scale
 - 6.1. Budget is £450,000 including VAT

6.2. Time scale for delivery is September 2023 until March 2024.

7. The objectives for this work are:

7.1. Revising and improving the responsive layout for use by different monitor sizes, including mobile presentation

7.2. Conducting user research to analyse user experience of the public beta website to:

7.3. refine the research into user archetypes and identify additional key user needs

7.3.1.improve and develop the design and build of the public beta service based on user research findings and recommendations from beta testing of phases 1 and 2. This may include:

7.3.1.1. Implementation of new functionalities, such as a filtering system, to meet the needs of newly identified archetypes

7.3.2.refine the user journey overall to help users access relevant content, including further evaluation of adopters and developers' perception of the index feature

7.3.3.refine the design to ensure the service is perceived as trustworthy, has clarity of offer and appeals to our target users, ensuring the design of the service meets the needs of all users, including those with accessibility needs

7.3.4.iterate content and content design

7.3.5.generate new content based on user needs and changes in the landscape, supporting the content team with the long-term content generation strategy

7.4. Maintain a close working relationship with the NHS Innovation Service to collaboratively explore and produce a long-term strategy for maximising synergies between the two services. This may include, but is not limited to:

7.4.1.user research into user awareness of the connection between the services

7.4.2.developing mutual design features and solutions to create a smoother user journey between the two services

7.4.3.reducing duplication of content between the two services

7.4.4.recommending and implementing solutions for further collaboration between the two services and optimising the user experience

7.5. Development of case studies:

7.5.1. Discovery into the benefits of case studies and how best to use them

7.5.2. Researching and testing case studies

7.5.3. Developing long-term solutions for a dynamic case studies feature that brings continuous benefits to users

7.6. Conducting research into user experience of the additional resources sections (the 'about this service', 'advice services', 'resources' and 'glossary'), and implementing new functionalities and features to better suit the needs of all users. This may include:

7.6.1. Iterating the purpose of each of the resources pages for both developers and adopters based on user needs

7.6.2. Iterating the design of the resource headings, to include drop-down functionalities

7.6.3. Developing and iterating design and functionality solutions to improve the user experience of the resource pages. This may include:

7.6.3.1. Interactive glossary elements

7.6.4. Creating and designing new features, to meet user needs, which may include:

7.6.4.1. a feature for users to register for the mailing list

7.6.4.2. an events space

7.6.4.3. an FAQ section

7.6.4.4. blogs

7.6.5. Developing a content governance strategy for any new resources features, including roles and responsibilities of the project team, and guidance on the structure of the pages

7.7. Increasing the functionality of the content management system to allow more areas of the service to be editable on the front end, based on recommendations and needs of the content team. This may include but is not limited to the development of the following functions:

7.7.1. Hyperlinks in banners

7.7.2. Anchor links within content

7.7.3. Internal links within the glossary

7.7.4. Headings and parent page options

7.7.5. Moveable headings and dropdowns

7.8. Researching and developing solutions to produce appropriate functionalities and designs for incorporating additional content from the devolved nations, so that the website's content can be expanded in a modular way as different regulators from these nations join the programme, in a way that appropriately meets user needs. Examples of the type of work that may be requested include:

7.8.1. Researching and developing new filtering functionalities on the website.

7.8.2. Developing technical solutions for incorporating content in Welsh, while maintaining the visual consistency and style of the MVP, including solutions for optimising SEO and meta considerations for Welsh-language users.

7.8.3. Researching and developing solutions for the governance of Welsh content and a long-term operational strategy for translating and testing Welsh content that could be implemented by the team beyond the end of this engagement.

7.9. Improve and implement the search-engine optimisation (SEO) strategy to ensure the website is findable across multiple channels / domains, including:

7.9.1. producing a site map

7.9.2. assigning canonical pages

7.9.3. setting KPIs and measuring improvement against these metrics

7.9.4. use of machine learning approaches or strategy for mitigating increased use of large language models

7.9.5. developing the identity of the subdomain

7.10. Incorporate visual identity designs into the website design

2.1. Geographical Scope

2.1.1. Target Geography

The AI&DRS partners have different geographical remits. The cross-regulatory service has started with an England 'delivery geography' scope to start. We clearly state where individual regulators remit is wider so other jurisdictions know what applies. The long-term intention of this phase is to open to all devolved nations as interested and ready.

The AI&DRS service can be accessed from outside England, however the information provided currently relates primarily to regulation and HTA processing within England.

2.1.2. Delivery Geography

The 'delivery geography' is not related to where services are 'consumed' but to the organisation / location of the Buyer's development and delivery capability.

The work is not based in a specific location and due to the COVID-19 situation all meetings are currently being held virtually, via Zoom. It is anticipated that a lot of the work could be conducted remotely, in line with current Government guidance in response to the COVID-19 pandemic, but there may be a need to attend certain meetings / workshops / focus groups in person and so some travel may be required. Appropriate risk assessment will be conducted in order to accommodate any parties with specific health or work needs as best as practical.

The AI&DRS Secretariat is based at NICE, with offices in London and Manchester.

2.1.3. Organisational Scope

The AI&DRS Collaborative is responsible for the safe, effective, and efficient development of the multi-agency advisory service. In doing so it is supported by and works closely with other areas of all four partner organisations. These areas include but are not limited to: Digital Information and Technology, Information Governance, Data and AI Policy Team, Communications, Operations.

2.2. End Users

2.2.1. Target Sectors

Target Sectors details are contained in:

This service is primarily professional-facing, aimed at developer and adopters of AI and data-driven technologies. While not aimed to be 'citizen / patient-facing', it should also be accessible for the interested members of the public who will want to understand whether regulation is working effectively for them, the NHS and social care.

Annex 1

2.2.2. Target Users

The primarily professional-facing users have been identified via user mapping which has been undertaken as part of discovery, and the key users (summarised) for this project are:

- Developers of AI and data-driven technologies, who could be from industry, academic researchers or professionals within the health and social care system.
- Adopters of AI and data-driven technologies, who could be people or teams working within health and social care system provider organisations, such as primary care, GPs and GP networks, integrated care systems, care homes, NHS trusts, clinical commissioning groups (CCGs) and local authorities.

Users in these groups could include, but would not be limited to:

NHS clinicians: both as developers and adopters, other NHS and social care staff, e.g. R&D teams who advise developers; information governance leads and data controllers who advise on testing of AI and adoption; patient safety expertise within trusts who would advise on whether or not adoption is safe; clinical innovation, users will be based in public and private sector organisations.

A representative range of users will be engaged in the development, selection and testing of the service, throughout discovery, alpha and beta phases.

2.3. Stakeholders

The AI&DRS project has a wide range of stakeholders and interested parties who will contribute directly and indirectly to the project. Including the sponsor NHS AI Lab, and the collaborating regulatory organisations (NICE, CQC, HRA and MHRA).

AI&DRS stakeholders have been categorised according to their position within the AI landscape and given an engagement level of A, B or C.

Those at engagement level A, who will play an integral role in shaping the information, support, or advice that the service will provide comprise of government bodies and relevant arms-length bodies, include but are not limited to:

- Information Commissioner's Office (ICO)
- NHS Digital
- Health Education England – National Screening Committee
- National Data Guardian (NDG)
- NHS England & Improvement (NHSE/I) – Innovation Service
- NHS England & Improvement (NHSE/I) – Acceleration Access Collaborative AI Award (AAC)
- Equivalent bodies from devolved nations

Level B & C stakeholders hold various perspectives and knowledge bases such that they can offer valuable input into the service design, but will not form part of the approvals process. Level B, as distinct from C, typically are support organisations who are often government funded and will use the AI&DRS content in their advice and / or support of users; thus ensuring consistency of messaging across such agencies is critical for amplifying AI&DRS's reach and creating clarity of messaging.

Examples below but are not limited to:

- System stakeholders (with an interest), i.e. National Institute for Health Research (NIHR), REFORM, Academic Health Science Networks (AHSNs)'s – level B
- Industry intermediaries, i.e., MedCity, Association of the British Pharmaceutical Industry (ABPI), Association of British HealthTech Industries (ABHI) – level B
- Provider Intermediaries, i.e., Royal colleges, Care England, Independent Healthcare Providers Network (IHPN), DICE, Association of Directors of Adult Social Services (ADASS) – level B
- User (developers), i.e., Big tech, SME's, academic institutions – level C
- Users (adopters), i.e., NHS Hospital trusts, Care homes, private care providers, Clinical commissioning groups (CCG's) – level C

Level D stakeholder have expressed an interest and want to be kept informed about the project and its progress, but will not form part of its approvals process or input into the service design, examples below but are not limited to:

- Patient intermediaries and advisory groups
- Organisations or individuals who have specific asked to be kept informed

2.4. Timing Scope

The AI&DRS project has agreed funding from NHS AI Lab to undertake this commission.

The initial call-off is for the improvement phase of public beta. It is anticipated that the service will run for a number of years once in the live phase (post March 2024) and may require hosting / maintenance and iterative updating support. The long-term sustainability of the service past March 2024 is currently being explored by the project partners.

2.5. Life-Cycle Scope

The focus of this call-off contract is for the digital agency to provide the specified services to the AI&DRS project for the public beta improvement phase. The digital agency will support the improvement phase by providing key design and web service development expertise to supplement the policy leads' policy expertise and knowledge of key users. The digital agency will provide a handover at the end of this phase including a service provision model and backlog for further content and features so that the project has a good runway for future iteration or progression into the live phase.

2.6. Technical Scope

2.6.1. Core Technical Capabilities

As per the recommendations report at the GDS alpha assessment, the service will be built within the NHSE&I web domain on its independent CMS in order to enable joined-up analytics between the NHSIS and the AI&DRS, whilst enabling the AI&DRS team to edit and control content on the AI&DRS website. Technology options compatible with this were identified in the alpha assessment, and should be adhered to assuming they remain the most viable solution for the improvement phase. The Supplier will also need to adhere to the GDS service standard, including technology aspects of the standard.

Annex 2

2.6.2. Interoperability Considerations

As per the recommendations report at the GDS alpha assessment, the service will be built within the NHSE&I web domain on its independent CMS in order to enable joined-up analytics between the NHSIS and the AI&DRS, whilst enabling the AI&DRS team to edit and control content on the AI&DRS website. Technology options compatible with this were identified in the alpha assessment, and should be adhered to assuming they remain the most viable solution for the beta build. The Supplier will also need to adhere to the GDS service standard, including technology aspects of the standard.

2.6.3. Technical Constraints

Assumptions	Mitigations
The project will not undergo an imposed Christmas furlough as this would delay progress. As indicated in Section 4 of this document, the BJSS team will work up to 22nd December 2023 and recommence delivery on 2nd January 2024, taking the week of 26th December through 29th December off except for one developer. It is assumed that the Project partners team and key stakeholders will be available throughout the time BJSS is working.	
Project partners will work with BJSS teams across the services (AI & Digital Regulations and NHSIS) to accelerate decisions and ensure the two development teams can work together on the service integration.	
Integration scope with NHSIS and the plan to practically implement it will be agreed in the early stages of Beta Phase 3. This clarity will mitigate the	

risk of delay and allow the development team to focus on delivery.	
Service integration will adhere to the general best practices of NHSIS. This also affects look and feel and technical requirements as it ensures consistency but also is required from the technical control teams within NHSE.	
The required Project partners will be registered support users (accessors) inside NHSIS.	The scope of the work will not require all project partners to be accessors (note: CQC are not members of the NHSIS). The work will focus on integration between the services rather than the advice aspect of the NHSIS.
Project partners will be able to find and secure availability of Adopters to participate in user testing and research sessions. Participants' availability will be such that it causes no delay to the delivery plan.	The project team have continued to maintain and recruit users throughout all phases of development to ensure sufficient availability for user testing. Additional time will be built into the sprint plan in case the project team are not able to get as many users as wanted as timely as wanted.
The development team will ensure technical and service desk support throughout the engagement. Any issues will be triaged, assessed, estimated and resolved on a weekly basis in order to progress with the various development tasks.	
BJSS estimates an average of one day per sprint on technical support and general technical bug fixing on the live service.	
The team will be informed of any significant expected changes in the regulatory landscape that need to be factored into the current or future service.	A 'policy calendar' will be maintained to inform BJSS of changes to in the landscape.
Project partners will be able to resource the content governance and technical governance processes agreed, developed, and trialed during Beta Phase 1 and 2.	
Content linked-to from outside the service is sufficiently stable to offer an acceptable user experience and that link-monitoring will allow broken links to be resolved quickly.	BJSS will implement technical approaches for monitoring broken external navigation links as well as governance processes for monitoring these proactively as part of the CMS improvement features to be agreed in the roadmap.
Any material changes to the scope that has been shared in the tender documentation, will be subject to change control.	
The project team will work remotely for the duration of the engagement. If face-to-face meetings are required, the BJSS Delivery Manager will prepare a plan and expenses for sign-off by the client prior to booking any travel. Expenses will be in addition to the costs presented in this proposal.	
Project partners will provide the Welsh language content and will also own the curation of this content. The BJSS team will create the functionality within the service to present multilingual content.	The scope of this phase is to research and design the functionalities for devolved nation inclusion. Welsh language content may not be available during this phase.
Project partners will find and secure availability of Welsh speakers to participate in user testing and research sessions. Participants' availability will be such that it causes no delay to the delivery plan.	The scope of this phase is to research and design the functionalities for devolved nation inclusion. Welsh language content may not be available during this phase.

The BJSS team will deliver as much content as possible within the timescales and budget.	
In order to best utilise the available budget, BJSS resources will ramp up and down as required throughout the project.	Any changes to the team or scope will be agreed with the Product Owner.
Significant scope changes will be assessed and trigger a re-prioritisation of the deliverables with comparable effort in order to ensure a successful and manageable delivery. Any significant scope changes and unforeseen issues may require an extension of the project; this will follow the agreed rate card. As these happen, reprioritisation sessions may take place with the Product Owner.	

The AI&DRS partners and key stakeholders (e.g. NHS England, ICO) all operate different technology systems and business processes, these will need to be understood in-depth by the digital agency to propose a path forward. The digital agency should advise on how best to communicate amongst ourselves and serve our key users. Beyond technical constraints, there may be some legal and / or confidentiality constraints that will challenge a fully integrated service solution, which the Supplier will need to understand in depth to put solutions forward.

2.7. Requirements

The following outputs are expected to meet quality standards of the hosting team, which will be agreed at the start of the work:

- Collaborate with Project partners and the product owner to define the roadmap for the public beta improvement phase, ensuring any unmet user needs are identified and tackled, and prioritising the most value-adding user stories. The roadmap will identify the key features and functionalities that are required to be implemented by the end of the contract, in accordance with the objectives defined in Section 18.
- Successfully implement key features, functionalities and improvement identified for the roadmap; tested robustly and iterated as appropriate to meet user needs, including supporting analytics.
- Backlog with prioritised features, deliverables and sprints planned for the service moving from public beta to live.
- Hand-over and transition plan for the team delivering the service, including:
 - strategy for improving future performance
 - KPIs built into the service

- refined roles and responsibilities and appropriate governance for running the service long-term, with long-term sustainability proposals
- Data demonstrating the service's performance against agreed performance measures, including KPIs, at relevant timepoints in the delivery

2.8. Business Outcomes

These will be explored as part of the wider scope.

2.9. Technical Exclusions

For the purpose of this call-off contract, technical exclusions will apply in circumstances specified by the Buyer to ensure that the AI&DRS design, development and delivery infrastructure and associated software, tools etc. are not compromised and effort is not invested in developing technological capability which does not align with the Buyer's current delivery solution or service development and/or technology road map.

The AI&DRS must adhere to the GDS service manual; therefore all solutions and developments must abide by this.

The AI&DRS service must not be built as a standalone system; it must integrate with other relevant services in order to best deliver user needs, including NHS Innovation Service.

3. Deliverables

Below is the indicative Sprint Plan for the improvement phase. These are likely to change and iterate along the engagement as the context of their creation has been done with limited information. These will be owned by the Delivery Manager, Service Designer and Product Owner and any change will be understood and agreed by these 3 individuals.

This plan and current progress will be reviewed on a weekly basis between BJSS and NICE including a written fortnightly report.

Leadership

Design
Milestones

Dev
Milestones

3.1. Functional and Non-Functional Requirements

These will be explored as part of the scope, including GDS preparation.

3.2. Target Operating Model

The Supplier is expected to assist the Buyer's in developing an operating model for beyond the MVP (where applicable), which will consider aspects such as:

- General sustainability
- How to keep content on the website up to date
- Management of broken links

3.3. Initial Statement/s of Work (SOW/s)

3.3.1. SOW 1

4. Key Milestones and Call-Off Deliverables

See SOW 1 included in Schedule 6A

5. Responsibilities of the Parties

<p>Responsible: Digital agency - BJSS</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p>
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6. Skills / Capabilities Profile

Although rates will be commercially evaluated on the basis of a sample profile, the listing below is intended to provide the Supplier with an initial idea. It is not intended, at this level, to be definitive (individual Statements of Work should be more specific in this regard).

The Resource model is comprised of 8 sprints (2 weeks each) with a total cost of £361,665 excluding VAT and expenses. Additional work will be charged at the rate below.

Resource Profile details are contained in:	Annex 5
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ROLE	RATE (HOURLY)	RATE (DAILY)
Delivery Manager / BA	£██████	£██████
Tech Lead	£██████	£██████
Junior Software Engineer	£██████	£██████
Junior Quality Assurance Engineer	£██████	£██████
Content Designer / Service Designer	£██████	£██████
User Researcher	£██████	£██████
Product Designer	£██████	£██████

Annex 1: Call-Off Schedule 20 – Target Sectors

HEALTH AND SOCIAL CARE SETTINGS	Tick boxes
Primary Care	N
Ambulance Services	N
Secondary Care - Hospital Settings	N
Pharmacy	N
Mental Health	N
Community Care - Childrens Services	N
Public Health & Wellbeing	N
Screening	N
Social Care - Childrens Services	N
Social Care - Adult Services	N
Genomics	N
Health and Social Care Policy	N
Health Informatics	N
Medicines and Healthcare Products	N
Health and Social Care Regulation / Quality	N
Health Sector Education, Training and Workforce	N
Health and Social Care Research	N
Blood and Transplant Services	N
Independent Health Provision	N

HEALTH AND SOCIAL CARE SYSTEMS	
SPINE (Summary Care Record)	N
Screening Systems	N
Electronic Prescription Service (EPS)	N
Electronic Referral Service (ERS)	N
GP IT Systems & Services	N
Health and Social Care Mobile Apps	N
Health and Social Care Web Apps	N
Citizen Identification and Verification Services	N
Health System Infrastructure (email, etc)	N
Secondary Uses Services	N
Health Data Collection, Processing and Dissemination	N
Care Management Systems	N

Websites and service to consider integrating with:

- NHS Innovation Service

Annex 2: Call-Off Schedule 20 – Technology Capabilities

Application Development	Tick boxes
Continuous Integration & Delivery Tools	Y
Testing & Quality Assurance Tools	Y

Business Applications	Tick boxes
Data Warehousing	N
Enterprise Applications	N
Geospatial	N
Project Management	N

Customer Management	Tick boxes
CRM	
Enterprise Applications	N

IT Management	Tick boxes
Middleware	N
Networking	N
Service Management	N
System Management	N

IT Services	Tick boxes
Anti-Virus, Vulnerability Mgt & Monitoring	N
Cloud Orchestration	N
Encryption	N
Remote Access Service	N

(continued on next page)

Software Infrastructure	Tick boxes
Enterprise Architecture Tools	
Architecture Tools	Y
Intelligent Business Process Management Suites	
Business Process Management	Y
Architecture Tools	Y
Discovery / Search	Y
Frameworks, Languages, & Libraries	Y
Identity & Access Management	Y
Non-Relational Databases	Y
Performance & Availability Monitoring	Y
Relational Databases	Y
Server Technology	Y
Server/Desktop OS	Y
Serverless	Y
Source Code Management	Y
Storage	Y
Virtualisation & Containerisation	Y
Visualisation Tools	Y
Web Analytics	Y

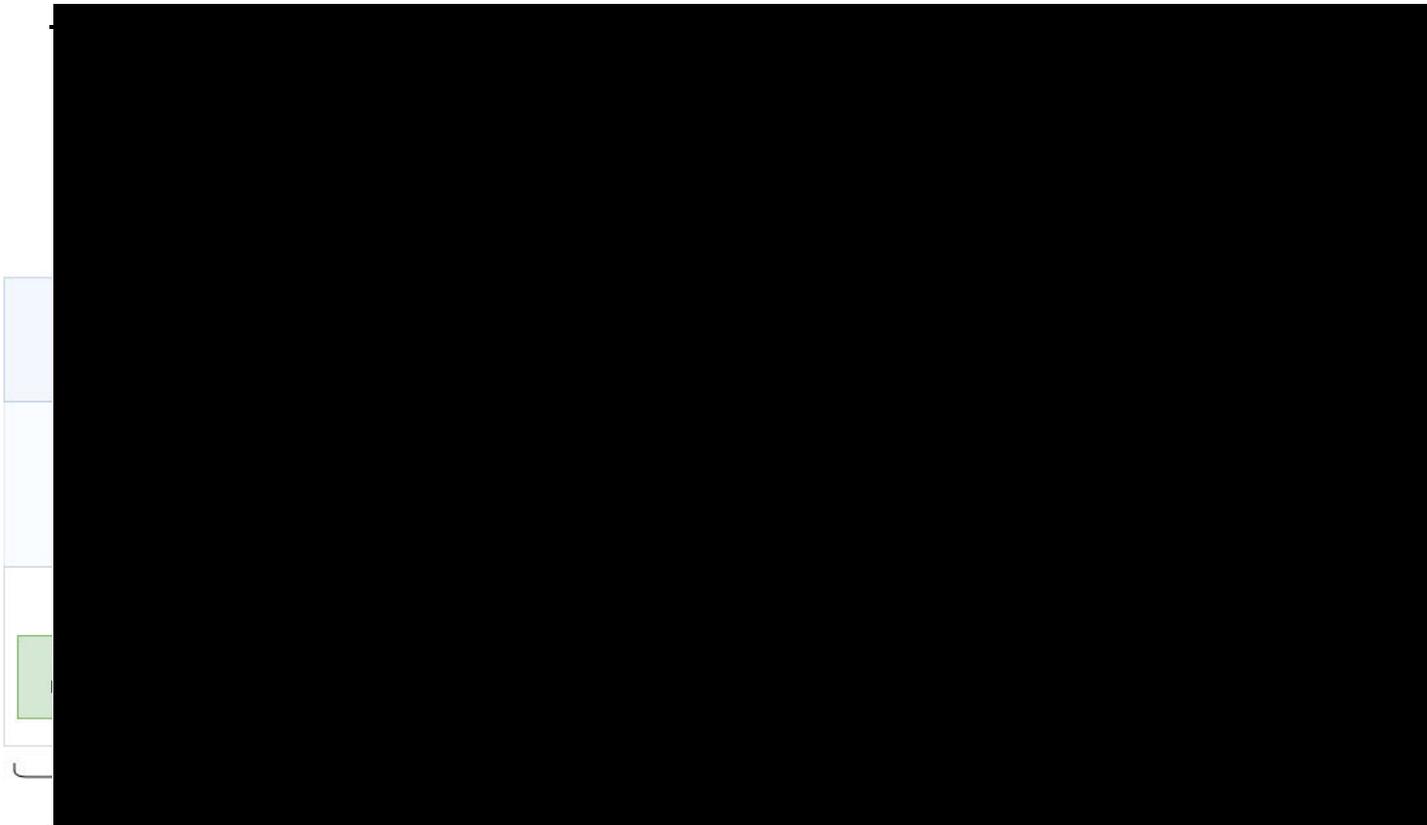
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Annex 5: Call-Off Schedule 20 – Resource Profile

Although rates will be commercially evaluated on the basis of a sample profile, the listing below is intended to provide the Supplier with an initial idea. It is not intended, at this level, to be definitive (individual Statements of Work should be more specific in this regard).

DDaT Cluster	Role Family	Approx. No
Data	Data Engineer	
Data	Data Scientist	
Data	Performance Analyst	
IT Ops	Business Relationship Manager	
IT Ops	Change and Release Manager	
IT Ops	Command and Control	
IT Ops	Applications Operations	
IT Ops	Engineer End User	
IT Ops	Engineer Infrastructure	
IT Ops	Incident Manager	
IT Ops	IT Service Manager	
IT Ops	Problem Manager	
IT Ops	Service Desk Manager	
IT Ops	Service Transition Manager	
Product Delivery	Business Analysis	
Product Delivery	Delivery	
Product Delivery	Product Manager	
QAT	QAT Analyst	
QAT	Test Engineer	
QAT	Test Manager	
Technical	Data Architect	
Technical	DevOps	
Technical	Infrastructure Engineer	
Technical	Network Architect	
Technical	Security Architect	
Technical	Software Developer	
Technical	Technical Architect	
User Centred Design	Content Designer	
User Centred Design	Graphic Interaction Designer	
User Centred Design	Service Designer	
User Centred Design	Technical Writer	
User Centred Design	User Researcher	
No DDaT Cluster Mapping	Cyber Security	

1. **Annex A – Technical information for building the informational CMS within NHSIS transactional resource**



Expectations of supplier for this commission is to build the new systems (green boxes), and liaise sufficiently with the NHS Innovation Service (NHSIS) team and developers to ensure a joined-up, collaborative and mutually helpful approach to delivering this work.

A further commission in summer 2022 will look at any changes required to existing systems (yellow boxes), and be co-delivered with the NHSIS team.

Resources on AI and Digital Regulations Service

- Government Digital Services alpha assessment [report](#)

Resources on NHS Innovation Service:

- Government Digital Services alpha assessment [report](#)
- Government Digital Services beta assessment [report](#)

2. Annex B – Previous phase research documents

Work undertaken by Project partners to date as part of discovery, alpha and private beta phases includes:

Discovery

- Desk-based research of existing advice, guidance and information which key users could benefit from
- Mapping of the different regulatory remits of the Project partners and other national bodies (e.g. Information Commissioner’s Ombudsman; Public Health England National Screening Committee; National Data Guardian); along with mapping of interactions, regulatory overlaps, gaps and boundary distinctions between these partners
- Contextual interviews (18 in total) with umbrella organisations representing our key users, and wider system partners, with write-ups synthesising these findings
- Key user interviews with developers (9) from a range of backgrounds as well as adopters (9), and aggregated user research wall summarising the findings
- Mapping of different support offers (e.g. information and support services, online communities, advice services) for developers / adopters; both those specific to AI and / or digital products, as well as wider innovation support offers
- Analysing the outputs above in order to prioritise user needs, identify regulatory gaps and consequently:
 - Prioritise regulatory policy development work among the Project partners
 - Propose a ‘strawman’ minimum viable product (MVP) for the service

Alpha

- User research / concept testing sessions with developers (16) from a range of backgrounds as well as adopters (14) and users with accessibility needs (5) and sprint showcases summarising the findings.
- In depth resource scoping of the regulation and HTA ecosystem

In depth pathway mapping of the different stages of the journey through the regulatory and HTA lifecycle, created by the Project partners, with input from other national bodies (e.g. Information Commissioner's Ombudsman; Public Health England National Screening Committee; National Data Guardian). Forming the basis for the web platform content.

- Findings from workshops covering:
 - Mapping the current user journey, both pre-market and post.
 - Pain point mapping.
 - Problem space as is.
 - Archetypes (See Annex C).
 - Benefits map.
 - Technical architecture (see Annex A).
- Theory of change model, developed by our Independent Evaluation Partners in collaboration with the Project partners
- Technical architecture information (see Annex A)
- Service blueprint for MVP
- Service prototype demo – final output alpha
- GDS report for alpha phase (including slide set)
- External stakeholder engagement slides on learnings from Alpha and plan for beta.

Private Beta phases

- Detailed user research reports and findings in multiple formats, including raw written materials, and audio recordings
- Copy prepared by Project partners for the adopter and developer pathway
- Findings from workshops including:
 - Service name and domain name
 - Language and terminology
- Figma prototypes
- Comprehensive handover reports provided by team responsible for beta delivery

- External stakeholder engagement slides on learnings, plan for beta and future backlog
- User analytics and feedback captured via Google Analytics and Hotjar
- All technical and development materials needed for a new development team to take over and iterate on the codebase
- Impact report developed by our Independent Evaluation Partners in collaboration with the Project partners

Annex C User archetypes from research in previous phases (alpha and private beta)

In this context, archetypes refer to types of entities and their behaviour. We are designing a service for developers and adopters in the context of the entities or organisations they represent.

Developer archetypes



The Establishment

Large or long-established companies developing AI or DDT for healthcare



Tech Native

New entrants to the market, typically start-ups or SMEs



Healthcare Native

New entrants to the market, typically start-ups, SMEs or academic spin-outs

Adopter archetypes



Commissioner

Typically, Clinical Commissioning Groups (CCGs) or integrated Care Systems (ICSs), focused on delivering value for a large population.



Secondary Care

Trusts and hospitals focused on addressing patient needs. Includes also mental health providers and most community care providers.



Primary & Social Care

General Practitioners (GPs), Primary Care Networks (PCNs) and social care providers (care homes and domiciliary care), looking for local impact on communities

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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Framework Ref: RM6221
Project Version: v1.0
Model Version: v3.0

Framework Schedule 2 (Framework Tender)

Joint Schedule 2 (Variation Form)

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

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " / " the Buyer ") And [insert] name of Supplier] (" the Supplier ")	
Contract name:	[insert] name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert] contract reference number]	
[Statement of Work (SOW) reference:]	[insert] SOW reference number and title (if applicable) or delete row]	
[Buyer reference:]	[insert] cost centre/portfolio codes as appropriate]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation	[insert] detail here or use Annex 1 below]	
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:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] [reference Annex 1] as appropriate] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]
[Timescale variation/s:]	[insert] changes to dates/milestones or delete row]	

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

Joint Schedule 2 (Variation Form)
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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in capitals)

Job Title

Address

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

Signature

Date

Name (in capitals)

Job Title

Address

Joint Schedule 2 (Variation Form)
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ANNEX 1

[insert details as required]

Framework Schedule 1 (Specification)

This Schedule sets out what we and our Buyers want.

The Supplier must only provide Deliverables for the Service Provisions set out in this Specification.

For all Service Provisions and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards. The Deliverables and any Standards set out below may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure and, to a limited extent, in the Statement of Work under a Call-Off Contract.

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

“Accountability Model”	means those accountability models set out in Paragraph 8.4;
“Alpha”	means the alpha phase of agile delivery described in the Service Manual;
“Beta”	means the beta phase of agile development described in the Service Manual;
“DDaT”	has the meaning given to it in Paragraph 10.1;
“Deliverable Increment”	means an incremented output provided as part of the Services prior to a final accepted Deliverables;
“Discovery”	means the discovery phase of agile delivery described in the Service Manual;
“Extended Discovery”	has the meaning given to it in Paragraph 4.3;
“GDS”	means the Government Digital Service;
“Live”	means the live phase of agile development described in the Service Manual;
“Open Standards Principles”	means the Cabinet Offices’ Open Standards principles located at: https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles ;
“Profession Capability Framework”	means the GDS DDaT Profession Capability Framework located at: https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework ;
“Retirement”	means the retirement phase of agile development described in the Service Manual;
“Service Manual”	means the GDS Service Manual, located at: https://www.gov.uk/service-manual ;

“Service Standard”	means the Service Standard section of the Service Manual located at: https://www.gov.uk/service-manual/service-standard ;
“SFIA”	means the Skills Framework for the Information Age, located at: https://sfia-online.org/en ;
“Technology Code of Practice”	means the GDS Technology Code of Practice located at https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice ;

1. Introduction

1.1 Suppliers under the framework are required to provide the following **Service Provisions**:

- 1.1.1 **DevOps Services** support for ongoing live services;
- 1.1.2 **Digital Definition Services**. Either separately or combined GDS Discovery (as extended under Extended Discovery under Paragraph 4.3 below) and /or Alpha phases.
- 1.1.3 **Build and Transition Services** either separately combining GDS Beta phase and/or Retirement phases (including transition to Live). It is anticipated that Live will be covered by an appropriate competition for DevOps Services.
- 1.1.4 **End-to-End Development Services** with the ability to combine the full set of GDS agile phases of Discovery through to Live.
- 1.1.5 **Data Management (and similar) Services** primarily targeted at building, enhancing and maintaining data assets, migrating data from one system to another and analysis and reporting from such data assets.

1.2 Suppliers are required to be able to work using agile evolving methodologies (e.g. Scrum, Kanban, Spotify) with varying Accountability Models, as described in Paragraph 8.4.

2. Scope of Services

2.1 The scope of this Framework Contract includes all GDS life-cycle phases (Discovery, Alpha, Beta, Live and Retirement), as well as ongoing data collection, processing, management, distribution and reporting.

2.2 The types of digital service into which the Services will be delivered include:

- Mass scale public facing technologies such as applications built on Apple IOS and Google Android and/or deployed via the web;

Framework Schedule 1 (Specification)

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- User authentication services providing the means to provide secure access to personal and, possibly sensitive, data. This can include public, as well as wider health system, access to such data;
- Secure storage, dissemination and transmission of health and social care data across the national health and social care system. This includes, for example, electronic referral services, care records of one form or another, prescription and similar services.
- Enhancements to cyber security systems across the health and social care system;
- Capture, cleansing and processing of secondary care (hospital) data;
- Secure capture, cleaning, processing, storage, linkage, dissemination, analysis and reporting of large amounts of data collected from across the health and social care system;
- An increasing focus on solutions which allow for interoperability between systems and across the care pathway (e.g. linking GPs, pharmacies, hospitals and social care services); and
- Services which draw on data to identify those who should be screened.

Whilst many of the above digital services have been operating for some time there is currently a considerable amount of activity transforming them into more granular “app” based solutions running on cloud provisions such as Amazon Web Services (AWS) and Microsoft Azure (amongst others).

Most of these solutions are underpinned by open source products (such as those distributed under the Apache label) and there is considerable effort underway to increase access to a wider technical community.

Annex 1 includes a list of technologies currently in use.

- 2.3 The skills and capabilities required are set out at Annex 2 and are largely based on the SFIA Framework and map to the digital data and technology (DDaT) roles being promoted by GDS. There are a limited number of additional roles (for example, covering Cyber Security) which are yet to be reflected in SFIA, which are also included under Annex 2.
- 2.4 Annexes 1, 2 and 3 may be refreshed on the two-year anniversary of the Framework Start Date and, thereafter, once per year by CCS, in consultation with the Buyer and Suppliers. Deliverables will not commence any Retirement under any Call-Off Contracts without the prior written agreement of the Buyer obtained by Variation.

3. Service Provision 1: DevOps Services

- 3.1 The maximum Call-Off Initial Period for this provision shall be four years with a possible Call-Off Optional Extension Period of one further year.

Framework Schedule 1 (Specification)

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- 3.2 The Supplier will be required to offer a combination of:
- A fixed size core team, who will largely provide ongoing minor enhancements, maintenance and operational support (unless a small service this will exclude 1st tier help desk); plus
 - An agreed flexible capacity to accommodate peaks in demand (e.g. correction of a significant bug) or to cover slightly more significant enhancements.
- 3.3 While agreed upon at the operational level, Suppliers are required to be willing to rotate staff between operations, maintenance and enhancement.
- 3.4 A form of a continuously refined and prioritised backlog item list (or equivalent methodology) shall be used to evidence capture and delivery of enhancements.
- 3.5 Suppliers should be prepared to refresh Statements of Work for the core team at a frequency determined by the Buyer;

4. Service Provision 2: Digital Definition Services

- 4.1 The maximum Call-Off Initial Period for this provision shall be two years with a possible Call-Off Optional Extension Period of six further months.
- 4.2 To provide a comprehensive technical pack in support of:
- Creating and evolving the business case for investment
 - Contributing to the pack to be issued to procure the build (Beta phase and beyond);
 - Optionally supporting bid clarifications, technical evaluation and related activities; and
 - Providing technical continuity into the build.
- 4.3 In addition to the typical deliverables and activities performed under the GDS definition of Discovery, the scope of “**Extended Discovery**” - under this Service Provision - includes digital technical support for producing the following types of activity or artefact:
- Updated scope of the programme/project in terms of targeted users, stakeholders, business areas, organisational users, etc.;
 - Technical requirement specifications (user, functional and non-functional) – including high level acceptance testing, and associated evaluation criteria;
 - A list of technical constraints (i.e. the confines under which the project will have to operate);
 - Prioritised business requirements – forming the initial backlog item list (or equivalent) which should include:

Framework Schedule 1 (Specification)

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- epics (or equivalent) for items in the longer term,
 - the equivalent of user stories for the medium term, and
 - sprint sized items for the near term;
- Pre-procurement activities and Deliverables;
 - Quantified make or buy analysis (where there may be opportunities to buy and/or adapt an existing product);
 - A list of applicable technologies (the anticipated technical stack);
 - A technical road map covering the duration of the expected build (or enhancement / configuration if primarily a buy) and transition to live;
 - Technology gap assessments (for feeding into Alpha activities);
 - Technical continuity and updates to requirements, business cases, etc. arising out of Alphas;
 - A reasonable high level plan covering the duration of the build and transition to live – clearly identifying any critical milestones;
 - A detailed plan of activities ideally covering the first 3 months of the build;
 - Target operating models (to provide the basis for a supplier to estimate the costs for retirement and transition);
 - A best assessment of skills profile to cover the duration of the project;
 - Handover activities (documentation, familiarisation, etc.) to the successful build contractor;
- 4.4 Specific activities documented under Paragraph 4.3 may be managed or conducted by the Buyer or one or more of their appointed Subcontractors.
- 4.5 This Service Provision also includes, at Buyer discretion, GDS Alpha phase type activity such as:
- Building and testing prototypes;
 - Demonstrating one or more options are technically possible;
 - Identifying problems (technical spikes) and how to solve them;
 - Estimating costs; and
 - Refining risks for a future build (or buy)
- 4.6 Alpha is combined with Discovery on the basis that both are required to provide a robust basis for obtaining a competitive quote for the purposes of Beta and beyond (or a buy, if determined out of this Service Provision)

5. Service Provision 3: Build and Transition Services

- 5.1 The maximum Call-Off Initial Period for this provision shall be two years with a possible Call-Off Optional Extension Period of six further months.
- 5.2 Covers the GDS phases from Beta through to transition to Live (including Retirement as applicable) for larger projects / programmes.
- 5.3 The Supplier will be required to provide the technical input necessary to enhance, update and maintain such artefacts as requested by the Buyer as part of the scope of this Service Provision (effectively providing a degree of ongoing Discovery type activity).
- 5.4 There shall be individual Statements of Work for at least the following:
- **Private Beta** - Developing the solution to a point where it can be user tested by “friendly” users;
 - **Public Beta** - Rolling out the solution to a wider audience of end users; and
 - **Retirement and Transition to Live** - Focus is to be on data migration, technical documentation and training, etc.

6. Service Provision 4: End-to-End Development Services

- 6.1 The maximum Call-Off Initial Period for this provision shall be two years with a possible Call-Off Optional Extension Period of six further months.
- 6.2 This Service Provision is intended for cases where either:
- the programme/project size is such that the value for money benefits of combining definition with build outweigh the benefits of robustly competing for build and transition having completed a robust digital definition; or
 - the Buyer has a relatively complete digital definition and specification via other routes and is able to proceed quickly, with reasonable risk, into the build.
- 6.3 The scope covers Discovery through to transition to Live (and possibly Retirement of any existing solution).
- 6.4 Suppliers will be required to validate, update, maintain and enhance the types of artefact described under Digital Definition (Service Provision 2) which is likely to include:
- scope;
 - requirements;
 - constraints;

Framework Schedule 1 (Specification)

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- technologies
- road map;
- business case; and
- plans.

7. Service Provision 5: Data Management (and similar) Services

7.1 The maximum Call-Off Initial Period for this provision shall be four years with a possible Call-Off Optional Extension Period of one further year.

7.2 Covers digital skills, which do not cleanly fit into the previous Service Provisions:

- Phased migration of data set logic from one platform to another;
- Reconfiguration of data sets to align with emerging standards;
- Developing discrete presentation views of datasets using web technologies;
- Creating new views of data combining and linking data which had previously not been linked;
- Creating complex digital dashboards;
- Performing data analytics to inform health decision making;
- Adding machine learning and artificial intelligence to existing solutions; and
- Filtering and compiling data to target specific audiences.

7.3 Under this Service Provision the Further Competition Procedure is likely to be based on a roadmap of related themes leading to some form of desired overall solution or business goal.

7.4 Statements of Work are likely to be structured around the themes described at Paragraph 7.2 above, with multiple, often similar, individual pieces of work with varying degrees of complexity (e.g. individual data sets).

7.5 Given that activities under this Service Provision can involve Processing of Personal Data of a confidential or sensitive nature, including special category, data protection and information governance will be a particularly strong feature of this service.

8. Ways of Working (and Methodologies)

8.1 The Supplier will typically be expected to adopt an agile development process, starting with user needs. The methodology will be outlined in the relevant Statement of Work.

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- 8.2 Waterfall development methodology will only be used in exceptional circumstances, where it can be shown to better meet user needs and should be agreed in advance with the Buyer under a Statement of Work.
- 8.3 In some circumstances both waterfall and agile methodologies may need to be used, and this shall be agreed between the Supplier and Buyer under Statement(s) of Work.
- 8.4 At Statement of Work level, Suppliers will be required to work under any of the following **Accountability Models**:
- **Sole Responsibility:** where the Supplier takes on board full responsibility to deliver the discrete Milestones identified. This is most closely aligned with the “outcomes” model under other frameworks. The Supplier will be required to accept the full risk of delivery;
 - **Self Directed Teams:** where the Supplier provides discrete delivery teams to produce Deliverable Increments as commissioned by the Buyer. This model lends itself to Buyer-led agile development where the specific Deliverable Increment is agreed closer to the point of delivery but where some risk is carried by the Supplier; or
 - **Rainbow Teams:** where the Supplier (or possibly more than one Supplier) provides a squad of individuals to work alongside Buyer staff. In this model individuals, whilst managed at a high level by the Supplier, may well be directed at an operational level by someone from another organisation.
- 8.5 To some extent aligned with the above Accountability Models (but not exclusively so), Suppliers will be expected to operate under one of three pricing models at Statement of Work level:
- **Capped Time and Materials;**
 - **Fixed Price;** or
 - **Incremental Fixed Price.**

Whilst the Supplier may suggest the charging model, it is the Buyer who will decide and the applicable model will be incorporated into each Statement of Work.

The Supplier shall monitor the provision of the Deliverables and notify the Buyer where it considers that the activity of the Buyer may impact the Suppliers' (or its Subcontractors) IR35 assessment in relation to the contractors including where there is any change to the IR35 legislation or any associated national insurance legislation and regulations which may affect the Buyer.

Framework Schedule 1 (Specification)

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- 8.6 Suppliers must be highly collaborative and flexible under this Framework Contract.
- 8.7 It is a clear expectation that the Suppliers shall invest in the establishment and maintenance of an ongoing relationship with the Buyer.
- 8.8 Suppliers will be required to detail their arrangements and use of non-UK based Supplier Staff (including Subcontractors) whose Services are provided outside the UK and shall be priced on separate rate cards with applicable discounts (in GBP) for each applicable jurisdiction within which the Supplier Staff work. Each rate card shall be at no greater a rate that that set out in the UK Supplier's rate card.

9. Technologies

- 9.1 The technologies currently used in the health and social care sectors and to be used in the provision of the Deliverables are extensive and varied. Using Gartner grouping, technologies include those under the headings of:
- Application Development (e.g. in the Cyber space);
 - Business Applications (e.g. in the Data and Web space);
 - IT Management (e.g. currently Data Centres, API Management);
 - Operations Management (e.g. Agile Planning Tools, Data Integration);
 - Software Infrastructure (e.g. Operational Database Management).
- 9.2 Annex 1 contains a more comprehensive list of these technologies with specific examples used within the health and social care sectors. Suppliers are required to demonstrate capabilities in a range of these areas at Framework Contract level. However, it will be as part of Further Competition Procedures that specific technologies, relevant to the digital requirement, will be specified by Buyers.
- 9.3 The list in Annex 1 will be reviewed and updated on an annual basis to reflect current trends within the health and social care context.

10. Skills and Capabilities

- 10.1 Under individual Statements of Work, Suppliers will be required to provide one or more teams of individuals consisting of capabilities listed under the GDS Digital, Data and Technology (“DDaT”) Profession Capability Framework supplemented as required by CCS under Annex 2.
- 10.2 The Buyer, under a specific Call-Off Contract or Statement of Work, may request additional capabilities (not included under DDaT) but wherever possible these should align with the wider SFIA Skills Framework.

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- 10.3 The Supplier is required to evidence any stated capability profile (for validation purposes) if requested, at any time (with reasonable notice), by CCS and/or the Buyer.
- 10.4 The Supplier shall ensure all roles support the Service Manual description of what you need to build a successful service.

11. Standards

11.1 The Supplier must:

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

11.2 The Supplier must support the Buyer:

- in complying with the Service Manual;
- through successful Service Standard assessments;
- to develop Services based on Open Standards Principles and accessible data protocols, to ensure they are interoperable;
- to comply with any adopted open standards that are compulsory in government as described at the following link:
<https://standards.data.gov.uk/challenges/adopted>;

11.3 The Supplier must comply with the Standards set out in Annex 3 where relevant (to the level requested by the Buyer) and with any specific Standards incorporated into the relevant Call-Off Contract and each Statement of Work.

12. Code of conduct

12.1 The Supplier must support the Buyer according to the Civil Service conduct and guidance, accessible at the following link:
<https://www.gov.uk/government/collections/civil-service-conduct-and-guidance> .

13. Collaboration Requirements

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

13.1.1 The Supplier shall:

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

13.2 Interoperability of Health Information Systems and Services

13.2.1 Interoperability requires health information systems to work together within and across organisational boundaries and health and social care settings in order to advance the effective delivery of healthcare and wellbeing for individuals and communities.

13.2.2 To support the Buyer to achieve this interoperability, the Supplier shall perform all required activities in relation to ensuring interoperability between technology developed under each Statement of Work and other applicable technologies as instructed by the Buyer. All required activities may include any of the following:

- supporting service queries, requests, incident resolution;
- other development, test, assurance and operation activities; and
- knowledge sharing and skillset transfer between teams (including Buyer teams and other suppliers).

14. Our social value priorities

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

- Corporate Social Responsibility (CSR) – The Supplier shall demonstrate CSR credentials, both domestically and globally, specifically adhering to UK and

Framework Schedule 1 (Specification)

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international legislation and conforming to the principles and subjects addressed in ISO 26000.

- Modern Slavery - The Supplier shall be aware of and adhere to duties imposed on commercial organisations by the Modern Slavery Act 2015 and all related Government procurement policy notes in relation to transparency in the supply chain.
- Accessibility – The Supplier shall comply with the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA standard for accessibility when delivering their Services to design, develop and build any public facing websites and mobile applications. The Supplier’s compliance with this requirement in turn enables CCS and the Buyer to comply with their own obligations under Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 in signposting and making the Services available to Buyers.
- Supply chain opportunities for a diverse range of businesses - Suppliers shall be asked how their organisation will ensure that supply chain opportunities under the Contract are accessible to a diverse range of businesses, including SMEs, VCSEs and mutuals, through subcontracting or any other acceptable arrangements (such as consortiums); they shall also be asked how they will monitor, measure and report on the impact of this through the use of a Balanced Scorecard.

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

Gartner Category (L1)	Gartner Sub-Category (L2)	NHS Technology Function	Technology Component (L3)
	Management Software, Enterprise Video Content Management, Insight Engines, Integrated IT Portfolio Analysis Applications, Project and Portfolio Management, Web Content Management.	Geospatial Project Management	[Redacted]
Customer Management	CRM, Digital Experience Platforms.	Enterprise Applications	[Redacted]
IT Management	Digital Experience Platforms, Enterprise Low-Code Application Platforms, Full Life Cycle API Management.	Middleware	[Redacted]

Gartner Category (L1)	Gartner Sub-Category (L2)	NHS Technology Function	Technology Component (L3)
		Networking	[Redacted]
		Service Management	[Redacted]

Gartner Category (L1)	Gartner Sub-Category (L2)	NHS Technology Function	Technology Component (L3)
			[Redacted]
IT Services	Application Testing Services, Cloud Access Security Brokers, Cloud AI Developer Services, Content Services Platforms, CRM, Network Services.	Anti-Virus, Vulnerability Mgt & Monitoring Cloud Orchestration Encryption Remote Access Service	[Redacted]
Software Infrastructure	Access Management, Application Performance Monitoring, Cloud Management Platforms, Data and Analytics Service, Data Integration	Architecture Tools	[Redacted]

Gartner Category (L1)	Gartner Sub-Category (L2)	NHS Technology Function	Technology Component (L3)
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		Non-Relational Databases	<div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 80%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div>
		Performance & Availability Monitoring	<div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 80%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 80%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div>
		Relational Databases	<div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div>

Gartner Category (L1)	Gartner Sub-Category (L2)	NHS Technology Function	Technology Component (L3)
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		Server/Desktop OS	<div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 80%;"></div> <div style="background-color: black; height: 15px; width: 80%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 80%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 80%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; 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Gartner Category (L1)	Gartner Sub-Category (L2)	NHS Technology Function	Technology Component (L3)
		Source Code Management	[Redacted]
		Storage	[Redacted]
		Virtualisation & Containerisation	[Redacted]

Gartner Category (L1)	Gartner Sub-Category (L2)	NHS Technology Function	Technology Component (L3)
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		Visualisation Tools	<div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 80%;"></div> <div style="background-color: black; height: 15px; width: 75%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div>
		Web Analytics	<div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div>

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ANNEX 2
Required Skillsets

Cluster	SFIA Role Family	DDaT Roles
Data	DataEngineer	Head of Data Engineering, Lead/Senior/Data Engineer
	DataScientist	Head of Data Science, Senior/Junior/Trainee/Data Scientist
	PerformanceAnalyst	Head of Performance Analysis, Lead/Senior/Associate/Performance Analyst
IT Ops	BusinessRelationshipManager	Lead/Senior/Business Relationship Manager
	ChangeandReleaseManager	Change and Release Manager/Analyst, Configuration Analyst
	CommandandControl	Head of Command and Control, Operational Control Manager, Senior Ops/Ops Analyst C&C
	ApplicationsOperations	Principal/Lead/Senior/Associate/Engineer - Application Operations
	EngineerEndUser	Principal/Lead/Senior/Associate/Engineer - End User Computing
	EngineerInfrastructure	Principal/Lead/Senior/Associate/Engineer - Infrastructure Ops
	ITServiceManager	Head of IT Service Management, Senior/IT Service Manager, IT Service Analyst
	ProblemManager	Problem Manager, Problem Analysis
	ServiceDeskManager	Head of Service Desk, Service Desk Manager, Senior/Service Desk Analyst
	ServiceTransitionManager	Lead Service/Service Transition Manager, Service Readiness/Acceptance Analyst
Product Delivery	BusinessAnalysis	Principal/Senior/Junior/Business Analyst
	Delivery	Head of Delivery Management, Service Owner, Programme/Senior/Associate/Delivery Manager
	ProductManager	Head/Lead/Senior/Associate/Product Manager

Framework Schedule 1 (Specification)

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Cluster	SFIA Role Family	DDaT Roles
Quality Assurance and Testing	QATAnalyst	Lead QAT Tester, QAT Analyst, Lead/Data Engineer
	TestEngineer	Lead/Test Engineer, Lead Data Engineer, Tester
	TestManager	Test Manager
Technical	DataArchitect	Chief/Senior/Data Architect
	DevOps	Principal/Lead/Senior/Junior/Apprentice/Dev Ops
	InfrastructureEngineer	Principal/Lead/Senior/Associate/Infrastructure Engineer
	NetworkArchitect	Lead/Associate/Network Architect
	SecurityArchitect	Principal/Lead Security Architect, Senior Technical Architect
	SoftwareDeveloper	Principal/Lead/Senior/Associate/Software Developer
	TechnicalArchitect	Principal/Lead/Senior/Associate/Technical Architect
User Centred Design	ContentDesigner	Head of Content Design, Lead/Senior/Associate/Junior/Content Designer
	GraphicInteractionDesigner	Head of Graphic/Interaction Design, Lead/Senior/Associate/Junior/Graphic/Interaction Designer
	ServiceDesigner	Head of Service Design, Lead/Senior/Associate/Junior/Service Designer
	TechnicalWriter	Content Strategist, Lead/Technical Writer
	UserResearcher	Head of User Research, Lead/Senior/Associate/Junior/User Researcher

The above role titles may be different to those currently in use by your organisation. There are various online resources (e.g. sfia-online.org) which map commonly used specific roles into the above table structure.

The Role Cluster on Security is not yet formally covered by SFIA. This is based on the team capabilities on Security whilst the Cyber Security Consultant is based on the digital specialists roles for such title and both are being used in the Digital Outcomes and Specialists framework.

Maximum rates will not be requested for roles not listed above.

ANNEX 3 Standards

The Supplier shall be required to comply with the following Standards where relevant (Paragraph 11.3 of this Schedule) and where a Standard is accessed via a URL, the version of the Standard set out on that web page shall be the version of the Standard that shall apply to a Call-Off Contract or Statement of Work upon execution of the same:

1.	General
1.1	ISO 9000; ISO 9001:2015 Quality Management
2.	IG and Security
2.1	10 Steps to Cyber Security' guidance: https://www.ncsc.gov.uk/guidance/10-steps-cyber-security
2.2	BS ISO 22301:2012 Societal security – Business Continuity management systems – Requirements
2.3	BS ISO 27001:2013 Information and Data Security
2.4	BS ISO/IEC 27002:2013 Information technology — Security techniques — Code of practice for information security controls
3.	Development and System Design Services
3.1	BS ISO/IEC 12207:2017 Systems and software engineering.
3.2	BS 8878:2010 Web accessibility. Code of Practice.
3.3	Open Standards: "Open Standards Principles 2018: For software interoperability, data and document formats in government IT specifications" (which can be found at https://www.gov.uk/government/publications/open-standards-principles) and any supplementary or replacement government guidance.
3.4	Adopted Open Standards as detailed on the Standards Hub https://www.gov.uk/government/publications/open-standards-for-government
3.5	Web Content Accessibility Guidelines (WCAG) 2.0 to level AA; or WCAG 2.1, (as updated pursuant to the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018).

Framework Schedule 1 (Specification)

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4.	DHSC and NHS Standards
4.1	NHS Service Standards (and references therein): http://service-manual.nhs.uk/service-standard
4.2	The NHS digital, data and technology standards and clinical information standards as set out in this link and associated pages (as updated from time to time): http://digital.nhs.uk/about-nhs-digital/our-work/nhs-digital-data-and-technology-standards
5.	Buyer Standards
5.1	Such other standards and requirements as notified by the Buyer to the Supplier (including successor standards and requirements).

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Call-Off Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance metrics]	[]	[]	[]
[Call-Off Contract Charges]	[]	[]	[]
[Key Subcontractors and supply chain governance]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance and underperformance management]	[]	[]	[]
Resource plans			

[Guidance note:

Per PPN 01/17 the following types of information are to be included in the Transparency Reports:

- **contract prices and any incentivisation mechanisms in the contract**
- **performance metrics**
- **plans for management of underperformance**
- **governance arrangements, including those for supply chains where significant contract value rests with subcontractors**
- **resource plans**
- **service improvement plans**
- **frequency of information release.]**

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Joint Schedule 3 (Insurance Requirements)

1. The insurance the Supplier needs to have

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

2. How to manage the insurance

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

evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if the Supplier is not insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance to be provided

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

5. Required amount of insurance

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

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in

Joint Schedule 3 (Insurance Requirements)

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dealing with such claims including without limitation providing information and documentation in a timely manner.

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

ANNEX: REQUIRED INSURANCES

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

Call-Off Schedule 24 (Health Probity)

1 Definitions

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

“Account Management Team”	has the meaning given to it in paragraph 1.1.1.1(e);
“Bid Team”	means the group of individuals tasked with compiling a formal proposal for Deliverables under the Contract in response to procurement activity and any supporting personnel;
“Operational Team”	means the technical and operational team assigned to supplying Deliverables under the Contract and any supporting personnel;
“Probity Policy”	means the probity policy set out in paragraph 3 of this schedule; and
“Probity Policy Agreement”	means the agreement to be signed by the Supplier to confirm that the Supplier will comply with the Probity Policy in respect of a Further Competition Procedure and which is set out at Annex 1 to this Schedule.
“Wider Bidder Organisation”	means the organisation, as a legal entity as part of a wider parent group, supplying Deliverables under the Contract or bidding in a future Further Competition Procedure(s).

2 Background

2.1 Where the Supplier is providing Deliverables under the Call-Off Contract and intends to be involved in a Further Competition Procedure under the Framework Contract which has any connection with those Deliverables, the Supplier shall put in place steps to ensure due probity including the erection of ethical walls, obligations to protect and, if required, provide as appropriate specific information to the Buyer.

2.2 Notwithstanding paragraph 2.1, if the Buyer determines the Supplier is in a position of potential competitive advantage compared with other suppliers as a result of performing related activities, the Buyer shall notify the Supplier. In such circumstances, the Supplier shall comply with any such probity measures reasonably proposed by the Buyer.

2.3 Where probity measures are to be put in place, the Supplier shall complete, sign and return a copy of the Probity Policy Agreement found at Annex 1 to this Schedule.

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- 2.4 The Buyer may at any point during the Framework Contract Period invoke the full provisions of the Probity Policy if the Buyer deems it possible that a Further Competition Procedure may follow.
- 2.5 Each Probity Policy Agreement signed by a Supplier shall continue in force in respect of the Supplier until the conclusion of the Further Competition Procedure in connection with which the Supplier has signed a Probity Policy Agreement. For the avoidance of doubt, from conclusion of the relevant Further Competition Procedure, members of the Operational Team shall be permitted to work on the technical and operational service for the Buyer.
- 2.6 Until the Supplier gives notice in writing to the Buyer that it does not wish to participate in a Further Competition Procedure in accordance with Framework Schedule 7 (Call-Off Award Procedure), the Supplier shall be deemed a potential bidder in respect of the relevant Further Competition Procedure and the full terms of the Probity Policy shall apply.
- 2.7 The Probity Policy shall apply to any Further Competition Procedure arising from the Framework Contract.
- 2.8 The Buyer shall nominate a single point of contact within the Buyer's organisation for the purposes of managing the processes set out herein and notify the Supplier of the same.

3 Probity Policy

3.1 Introduction

- 3.1.1 The Buyer is committed to undertaking the award of public contracts consistent with principles of transparency and fair, equal, and non-discriminatory treatment of bidders as reflected in applicable procurement rules.
- 3.1.2 This Probity Policy sets out the specific working practices the Buyer will expect a Supplier to comply with, during the course of all Further Competition Procedures where the Supplier might otherwise have an unfair competitive advantage as a result of involvement in work leading to the Further Competition Procedure.
- 3.1.3 It is a condition of participation in any of the Further Competition Procedures that each Supplier complies with the specific responsibilities set out in this Probity Policy. Failure to comply with the Probity Policy may result in exclusion from any or all Further Competition Procedures where there are no other means to ensure compliance with the Buyer's duty to treat bidders equally.

3.2 Supplier responsibility to ensure compliance

- 3.2.1 Should the Supplier wish to bid under a Further Competition Procedure for the provision of Deliverables which are the same as or similar to Deliverables provided by the Supplier under an existing Call-Off Contract, the Supplier shall ensure that:

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- (a) it creates information barriers between their Bid Team and any of their Operational Team(s) working on existing Call-Off Contracts held by the Supplier in order to minimise unfair knowledge sharing; and
- (b) it notifies to the Buyer any material documentation and information, Deliverables or both arising from any preparatory phase that might otherwise constitute a competitive advantage and, if requested, shall provide such documentation, information or Deliverables to the Buyer.

3.2.2 The Buyer reserves the right to request that the Supplier at any time demonstrates its compliance with the requirements of the Probity Policy.

3.3 Sharing information

3.3.1 The Supplier shall provide such information that is relevant to the Further Competition Procedure regarding the Deliverables (if any) that the Supplier provides, or has already provided at an earlier stage, to the Buyer as an existing supplier, as may be reasonably requested by the Buyer from time to time and on the understanding that this information may be passed on by the Buyer, in full or in part, to facilitate an equal competition between bidders in relation to Further Competition Procedures (with the exception of Supplier Commercially Sensitive Information). This information must be provided by the Supplier at its own cost in a standard electronic format (e.g. MS-Office application files) or via participation in meetings, workshops or similar at the discretion of the Buyer.

3.3.2 Information must not be passed by the Supplier's Operational Team to their Bid Team(s). The Bid Team must not involve members of the Operational Team. The exception to this rule, for sharing or passing of information between teams, is that prior written permission is attained from the Buyer.

3.3.3 Each Supplier must treat all other suppliers equally and must not discriminate against any other entity or individual, at all times, in the context of requests for information made to the Buyer pursuant to this Probity Policy. All information to be shared between bidders must be sent to the Buyer who shall thereafter share the information with other suppliers as necessary.

3.3.4 The Buyer reserves the right to share budget information, planned resource profiles and other cost information (excluding Commercially Sensitive Information) to bidders if such information would otherwise confer an advantage to the Supplier.

3.3.5 Suppliers shall be aware that the provisions of FOIA may apply to information that forms the subject matter of this Probity Policy and understand that the provisions of FOIA shall take precedence over any term of this Probity Policy. The Buyer acknowledges that pursuant to the Code of Practice on the Discharge of the Functions of Public Authorities

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under Part I of FOIA, where it receives a request under FOIA which relates to information whose disclosure may cause adverse impact on a Supplier, it is under a duty to:

- (a) seek the views of the Supplier prior to making any disclosure, in particular to assist in determining whether the information falls within the exemptions at Section 41 or 43 under FOIA; and
- (b) take due account of any views of the Supplier when determining whether such information falls within the Section 41 or 43 exemptions and thereby whether disclosure of such information should occur under FOIA.

3.4 Suppliers to control flow of information

3.4.1 Where a Supplier, or any Subcontractor, agent or member of that Supplier or an Affiliate is directly involved in the provision or management or delivery of Deliverables under the Contract with the Buyer, the Supplier shall establish internal communications barriers providing separation between different teams within the Supplier organisation compliant with the procedures set out below. Where the Supplier believes that it is not possible to comply with all of the procedures set out below the Supplier shall notify the Buyer and the Buyer shall work with the Supplier to ensure that the procedures below are implemented to the fullest extent practicable.

(a) Physical and Organisational Separation

There must be appropriate barriers and a clear and regulated communications procedure consistent with the principles in this Probity Policy between individuals who are involved, directly or indirectly, in putting together a bid or proposal and any individuals in the Supplier organisation who are directly involved in the provision or management of Deliverables under a Call-Off Contract to the Buyer.

(b) Communications between the Operational Team and the Bid Team

Individuals in the Bid Team may not discuss any aspect of the Further Competition Procedure or consult with individuals in the Operational Team except under circumstances deemed appropriate by the Buyer.

(c) Communications between the Wider Bidder Organisation and the Bid Team

The Supplier shall ensure that prior to any individuals in the Bid Team receiving information relating to the Further Competition Procedure from individuals in the Wider Bidder Organisation who are indirectly involved in the provision or management of Deliverables under any Call-Off Contract with the Buyer, they shall obtain the written permission of the Buyer. After receiving each such request, the Buyer shall review the information and may, at its sole discretion, give permission for the disclosure to the Bid Team and/or may make all or any part of that

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information available to other Suppliers in accordance with paragraph 3.3.4.

(d) Information Systems

Any information held by the Supplier in any form (including electronic) which relates to Deliverables related to the Further Competition Procedure currently or potentially to be provided by the Wider Bidder Organisation to the Buyer shall not be made available to (or otherwise be accessible by) the Bid Team other than in accordance with the provisions of this Probity Policy.

(e) Bidder Account Management Role

If a Supplier retains a team to manage its commercial relationship with the Buyer at corporate or at client group level (the “**Account Management Team**”), individuals in that Account Management Team shall be permitted to supervise the activities of the Bid Team and the Operational Team. but shall only communicate information between those teams in strict accordance with this Probity Policy. For the avoidance of doubt, this excludes sharing of cost estimates, planning information, budgets, etc. unless the Buyer has agreed to share such information with all bidders in a Further Competition Procedure.

(f) Bid Team Organisation

No single individual forming part of the Bid Team may perform any other role (full or part time) in the provision or management of Deliverables to the Buyer (as part of the Operational Team or otherwise). For the avoidance of doubt, this paragraph shall not prevent individuals within the Supplier's organisation from participating in more than one bid to the Buyer at any one time.

(g) Changes to the Bid Team

Within 7 days of receipt of the invitation to participate in the relevant Further Competition Procedure(s) the Supplier shall provide the Buyer with a list of those individuals forming the Bid Team. In accordance with the generality of the principles contained in this Probity Policy, if in exceptional circumstances the Supplier intends to make any changes to the membership of the Bid Team, it shall promptly seek the prior consent of the Buyer (such consent not to be unreasonably withheld or delayed).

(h) Compliance with the Policy

The Supplier's Compliance Officer shall be responsible for the Supplier's compliance with this Probity Policy. The Supplier's Compliance Officer shall discuss any difficulty in complying with this Probity Policy with the Compliance Officer. Each Supplier must ensure that all individuals in the Wider Bidder Organisation engaged at any time in the provision or management of Deliverables to or for the Buyer under a Call-Off Contract (including the members of the Account Management Team, the Bid

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Team and the Operational Team) are appropriately briefed regarding this Probity Policy and agree to adhere strictly to this Probity Policy.

4 Potential or Actual Breach

- 4.1 The Operational Team and/or the Bid Team (as applicable) shall (through the Compliance Officer) notify the Buyer immediately on becoming aware of or suspecting a breach of this Probity Policy. The Buyer will then assess the potential impact of the breach and agree with the Supplier subsequent actions (such as a joint review or other step that the Buyer deems necessary) to be taken by the Supplier and/or the Buyer to mitigate the breach.
- 4.2 Where a breach of this Probity Policy has occurred the Supplier hereby acknowledges and agrees that the Buyer may take such actions as it deems necessary, which may include, subject to any other existing rights that the Buyer may have under the Further Competition Procedure and at the discretion of the Buyer, the disqualification of the Supplier from the Further Competition Procedure.
- 4.3 In addition, the Supplier acknowledges that any breach of this Probity Policy by the Operational Team and/or Bid Team may result in legal proceedings being commenced against the Supplier including a claim for the recovery of any losses or damages incurred by the Buyer as a direct consequence of that breach.

Annex 1

PROBITY POLICY AGREEMENT

Address
[XXXXXXXX
XXXXXX
XXXX
XX]

Dear, [Supplier Name]

Ref:

[Buyer Name] (the "**Buyer**") is currently planning and undertaking a Further Competition Procedure under the [reference the Framework] ("**Contract**"). You may wish to participate in the further procurement process.

You will appreciate that a key issue in any procurement strategy is to ensure that it is conducted with due probity, in particular it is imperative that any Supplier who is already engaged in providing services to the Buyer is structured such that it does not undermine the ability of the Buyer to hold a fair competition. It is important that there is a transparency in the engagement process, and suitable counter measures in place, to ensure that the procurement provides each supplier under the Contract with an equality of treatment and opportunity.

As a supplier under the Contract, these principles and safeguards are applicable to how we regulate the participation of your company in Further Competition Procedures and are enshrined in the Probity Policy set out in Call-Off Schedule [24] (Probity) to the Call-Off Contract.

Please arrange for a suitably authorised representative of your organisation to countersign the enclosed copy of this letter to confirm your company's acceptance of the terms of the Probity Policy and that you will comply with its terms and shall procure that Subcontractors where applicable comply with the terms.

Please keep one copy of this document for your records and return one copy to the Buyer at the above address.

Yours sincerely,

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[Buyer Name]

For and on behalf of **[Supplier Name]**, I confirm our acceptance of the terms of the letter and the Probity Policy.

Countersigned by:

Name:

Position:

Telephone:

Date:

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;

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- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure all workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff;
and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Call-Off Schedule 10A (Health 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):

“**Exit Plan**” means the Exit Plan to be agreed by the parties in accordance with the provisions of Call-Off Schedule 10A; and

“**Final Exit Plan**” has the meaning given to it in paragraph 4.1 of Call-Off Schedule 10A.

2 Handovers between Statements of Work

2.1 Every Statement of Work must include, as part of its final activities, provisions for handover to any subsequent and dependent Statement of Works.

2.2 Handovers should include any necessary documentation, training, and data necessary to allow for successful transition or exit, should the latter be decided upon.

3 Exit Plan

3.1 Introduction

3.1.1 Within 2 months of the Start Date (or as otherwise agreed between the Buyer and Supplier), the Supplier shall prepare a draft Exit Plan in accordance with Good Industry Practice and the provisions set out below, and shall provide such draft Exit Plan to the Buyer to review and approve.

3.1.2 The Buyer and the Supplier shall together review the draft Exit Plan, and shall aim to agree the draft Exit Plan within 3 months of the Start Date.

3.1.3 The Supplier shall at any time during the Call-Off Contract Period provide an updated draft Exit Plan where the provision of the Deliverables materially changes and this impacts the provisions of the Exit Plan.

3.1.4 The Parties shall annually jointly review, and the Supplier shall update if necessary, the provisions of the Exit Plan.

3.2 Content of Plan

3.2.1 The Supplier shall ensure that the Exit Plan facilitates a Service Transfer to the Buyer or a Replacement Supplier on expiry or termination of the Call Off

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Contract.

3.2.2 As a minimum the Exit Plan will include:

- Provision of / access to key Service information, workbook data, Supplier data, key Buyer processes and requirements, and TUPE information;
- Management structure throughout the exit;
- Roles and Responsibilities, which may include:

Role	Responsibilities
Exit Manager	Management of all Workstreams, including Communications and Finance
Project Management Support	Support across all Workstreams
Framework Director	Project Governance
Data Lead	Data & Reporting Workstreams
Technology Lead	Technology Workstream
TUPE lead	People Workstream
Supplier Lead	Supplier Management Workstream
Operations and Delivery Lead	Operations & WIP Workstreams

- Activities and timeline for the exit - The exact nature of the activities and the timelines associated with them will be dependent on the planning and activities defined by the Buyer and the Replacement Supplier, most notably the timelines and phasing of the specific Buyer roll outs, and the associated implications. The Exit Plan should nevertheless incorporate indicative timescales and milestones with these to be firmed up by agreement between the Parties no later than an agreed timespan before the date of expiry or termination;
- Logical workstreams into which the activities will be organised, which may, for example, include:

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Workstream	Key Activities
Project Governance	Identify Exit Manager
	Identify Data Lead
	Identify Exit Board and key sponsors
	Understand scope and scale of new service, phasing, etc
	Confirm exit activities and timelines
	Establish and maintain RAID Log
	Align exit activities to agreed exit timelines
	Sign off detailed plan and activities
	Identify Project Workstream contributors
Technology	Agree timeline to control closure of access to any Buyer Systems
Data	The Supplier to review data requests and provide workforce data in reasonable format and frequency.
	Supplier to provide a final data cut during hold/freeze period in line with WIP requirements
	Agree data archiving approach and data deletion as required by the Buyer, in line with GDPR & contractual requirements.
	Agree how data will be transferred at exit, including encryption
	Buyer data requirements to be finalised re retirement of incumbent workflow
Operations & Delivery	Provide Buyer specific process maps and variations
	Provide responses to reasonable Replacement Supplier clarification requests
People	Provide a point of contact in HR to agree TUPE timelines & approach

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Workstream	Key Activities
	Activities as required to comply with Part E of Call-Off Schedule 2 (<i>Staff Transfer</i>)
Supplier Management	Provide all current suppliers and contact details
	Support reasonable communications to suppliers and issue any required communications
	Manage billing closure with Supplier
Communications and Change Management	Feed into communications plan
	Feed into communications drafting
	Ensure all relevant Supplier teams understand activities/ progress of exit / agreed messaging
	Fully brief helpdesk on FAQs and messaging
	Issue communications to workers and suppliers as per plan
	Provide input to change impact assessment
Reporting	Provide a detailed overview of current reporting suite detailing key criteria, recipients and frequency
Work in Progress Transition (WIP)	Agree process & commercial arrangements for WIP transition
	Support data cleanse activity with a final data cut submitted to incoming service provider
	Support WIP freeze on raising new requisitions and worker changes
Finance	Provide final billing and confirm final time sheeting details
	Support in closing down purchase orders (if applicable)
	Support communication to workers and suppliers on billing transition

- Details of the transition of Deliverables, processes, data etc during the exit;

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- Details of how technologies and accesses will be retired;
- Issue management governance structure; and
- Key assumptions, which may, for example, include;
 - Data Requests – to be reasonable, specific and where necessary have clear articulation of why such data is required;
 - Response Timelines – timelines for activities and data requests to be reasonable and reflect the work effort required in producing / executing;
 - Active Engagement –Supplier to be kept fully informed of Buyer progress and updates; and
 - Buyer Points of Contact –provide dedicated resource to support in the management of the exit and help manage issues and escalations.

4 Exit Management

4.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 4.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 4.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 4.1.3 the date which is 12 Months before the end of the Term; and
- 4.1.4 receipt of a written request of the Buyer at any time,

the Supplier shall provide a complete set of information it is required to provide under the Exit Plan and the Parties shall agree the dates for completion of the activities set out in the Exit Plan. The Exit Plan, once populated with dates for the completion of activities ("**Final Exit Plan**") shall govern exit and transition of the Deliverables.

4.2 In relation to the delivery of the activities in a Final Exit Plan for a Service Transfer, the Supplier shall provide all reasonable co-operation and collaboration with the Buyer and Replacement Supplier including to agree aligned dates and to perform, and facilitate the performance of, aligned activities.

4.3 To the extent it does not adversely affect the Supplier's performance of any remaining Deliverables, then for the purposes of executing a Final Exit Plan, the Supplier shall:

- 4.3.1 cease to use the Government Data (subject to paragraph 4.5);
- 4.3.2 comply with the deletion requirements described in paragraph 4.4

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as impacted by paragraph 4.5;

- 4.3.3 return to the Buyer all of the following if it is in the Supplier's possession or control:
- all copies of Buyer Software licensed or provided by the Buyer;
 - all materials and documents owned by the Buyer; and
 - any other Buyer Assets provided by the Buyer.
- 4.4 Subject to paragraph 4.5, the Supplier shall as soon as reasonably practicable after termination of the Deliverables return (if required by the Buyer) all Government Data and any copies of it or of the information it contains, and in any case securely and irrevocably delete from its systems the Government Data in accordance with the applicable provisions of Call Off Schedule 9A (Health Security). The Supplier shall certify that all copies of the Government Data have been deleted within a reasonable time and in any event not later than 90 days after termination of the Deliverables.
- 4.5 The Supplier may continue to Process Personal Data contained within the Government Data following termination of the Deliverables to the extent necessary to support access by the Controllers to historical activity or audit data contained in the Supplier's systems where set out as required and in accordance with the conditions set out in Joint Schedule 11 (Processing Data).
- 4.6 When the Supplier believes that it has completed all activities in a Final Exit Plan, the Supplier shall notify the Buyer who shall then assess whether it is satisfied that the activities have been successfully completed. If the Buyer agrees that the Supplier has completed all of the required activities for that particular Final Exit Plan, it shall confirm its agreement in writing. If the Buyer does not agree with the Supplier's assertion that it has completed all of the required activities, then it shall notify the Supplier of the reasons why and following receipt of such reasons, the Supplier shall complete the required outstanding actions in a timeframe as will be reasonably agreed between the Parties.

5 Confidential Information

- 5.1 Subject to the requirements of Joint Schedule 11 (Processing Data) in relation to data retention, return and destruction, upon termination or expiry of this Call Off Contract, each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of completing a Service Transfer or for statutory compliance purposes. The parties agree that any

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Personal Data will be managed in accordance with Joint Schedule 11 (Processing Data).

- 5.2 The Supplier agrees that any Final Exit Plan agreed pursuant to the process described in paragraph 4.1 may be shared with CCS and with the Replacement Supplier(s).

6 Charges

- 6.1 Each Party shall bear its own costs in relation to the performance of its obligations described in this schedule.

Call-Off Schedule 23 (Health Additional Call-Off Terms)

1. Definitions

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

“Buyer Software” means any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;

“Malicious Software” any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

“Medical Devices” means any Deliverable that falls under the definition of a Medical Device in accordance with guidance published by the Medicines and Healthcare Products Regulatory Agency;

“Open Source Software” means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

“Source Code” means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

“Specially Written Software” any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this

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Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and

“Third Party Body” has the meaning given to it in paragraph 6.1.

2. Additional Warranties

- 2.1 The Supplier represents and undertakes to the Buyer that all Deliverables will meet the Buyer’s acceptance criteria, as defined in each Statement of Work.
- 2.2 The Supplier undertakes to maintain all interface and interoperability between Third Party Software or services and Specially Written Software as required for the performance of the Services or delivery of any Deliverables.
- 2.3 The Supplier undertakes and warrants that it has or shall procure all consents, registrations, approvals, licences and permissions relating to Medical Devices as recommended or stipulated by any materials published by the Medicines and Healthcare Products Regulatory Agency.

3. Additional Intellectual Property Terms

- 3.1 The Supplier grants to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, assign, sub-license, adapt, commercially exploit or otherwise deal with any of the Supplier’s Existing IPR and any Third Party IPR to the extent necessary to enable the Buyer to obtain the full benefits of ownership of any New IPRs. The Supplier shall procure that such licence shall permit subsequent sub-licensees to sub-license the Existing IPR and Third Party IPR on the same terms and subject to the same restrictions as under this paragraph to enable each further subsequent sub-licensee to obtain the full benefits of any New IPRs that are sub-licensed to them.
- 3.2 In respect of all Government Data, the Authority shall be the owner of all such Government Data and any Existing IPR and New IPR in such Government Data and any modifications, updates and amendments in relation to the same. The Supplier may not assign, license or otherwise deal with any Government Data or IPRs in such Government Data without the Authority’s specific written consent.
- 3.3 The Supplier may only use its Existing IPR or any Third Party IPR in any New IPR if the Buyer has given its written consent in advance.

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- 3.4 The Supplier may only use Open Source Software in any New IPR if the Buyer has given its written consent in advance.
- 3.5 The Supplier shall ensure that all New IPR, Existing IPR and Third Party IPR licensed or assigned to the Buyer is able to be assigned, novated or otherwise transferred to:
- 3.5.1 any other Central Government Body, NHS England, NHS Improvement, DHSC or any other Crown Body or any public or private sector body which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer; or
 - 3.5.2 any other public or private body.
- 3.6 Unless otherwise agreed by the Parties in writing, the Supplier shall ensure that all computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is suitable for publication by the Buyer as Open Source and based on Open Standards (where applicable), and the Buyer may, at its sole discretion, publish the same as Open Source.

4. Document and Source Code Management Repository

- 4.1 The Parties shall work together to ensure that there is appropriate IPR asset management. Where the Supplier is working on the Buyer's system the Supplier shall comply with the Buyer's IPR asset management approach and procedures. Where the Supplier is working on the Supplier's system it will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice. Records and documentation associated with IPR asset management shall form part of the Deliverables associated with any Specially Written Software or New IPR.
- 4.2 The Supplier shall comply with any reasonable instructions given by the Buyer as to where it will store Documentation and Source Code, both finished and in progress, during the term of this Call-Off Contract, and at what frequency/intervals.
- 4.3 The Supplier shall ensure that all items that are uploaded to any repository contain sufficient detail, code annotations and instructions so that a third-party developer with the relevant technical abilities within the applicable role would be able to understand how the item was created and how it works together with the other items in the repository within a reasonable timeframe.
- 4.4 The Supplier shall maintain a register of all Open Source Software used in the provision of the Deliverables in accordance with its IPR asset management obligations under this Contract.

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4.5 The Supplier shall provide the Buyer with a copy of the IPR asset management information relating to the Deliverables on request by the Buyer, in a standard portable machine readable format.

5. Escrow

5.1 The Supplier shall on request from the Buyer within 20 Working Days after the Start Date, deposit the Source Code of software that is the Supplier's Existing IPR or Third Party IPR in escrow with the National Computing Centre on their standard terms.

5.2 The Supplier shall ensure that the deposited version of the Source Code is the current version of the Software and that the deposited version is kept up to date as the Software is modified or upgraded. The Buyer shall pay the deposit and maintenance fees under the escrow agreement and the Supplier shall pay the release fees under the escrow agreement.

5.3 Where the Supplier is unable to procure compliance with the provisions of paragraph 5.1 in respect of any Third Party IPR, it shall provide the Buyer with written evidence of its inability to comply with these provisions and shall agree with the Buyer a suitable alternative to escrow that affords the Customer the nearest equivalent protection. The Supplier shall be excused from its obligations under paragraph 5.1 only to the extent that the parties have agreed on a suitable alternative.

5.4 In circumstances where the Buyer obtains the release of the Source Code from escrow, the Supplier hereby grants to the Buyer (on behalf of itself and the Replacement Supplier) a perpetual, assignable, royalty-free and non-exclusive licence to use, support, modify and enhance the Source Code version of the software to the extent necessary for the receipt of the Deliverables or any replacement services.

6. Information Sharing By the Buyer

6.1 The Supplier shall, if requested by the Buyer, provide such management information as is provided under Call-Off Schedule 15A (Health Supplier and Contract Management) to another Buyer or to any Central Government Body, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body**"). The Supplier confirms and agrees that the Buyer may itself provide the Third Party Body with management information relating to the Deliverables, any payments made under this Contract, and any other information relevant to the operation of this Contract.

6.2 Upon receipt of management information supplied by the Supplier to the Buyer and/or the Third Party Body, or by the Buyer to the Third Party Body, the Parties hereby consent to the Third Party Body and the Buyer:

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- 6.2.1 storing and analysing the management information and producing statistics; and
 - 6.2.2 sharing the management information or any statistics produced using the management information with any other Buyer or Central Government Body.
- 6.3 If the Third Party Body and/or the Buyer shares the management information or any other information provided under paragraph 6.2, any Buyer or Central Government Body receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Buyer to such other Buyer or Central Government Body, be informed of the confidential nature of that information by the Buyer and shall be requested by the Buyer not to disclose it to any body that is not a Buyer or Central Government Body (unless required to do so by Law).
- 6.4 Without limitation, the following additional information may be shared by the Buyer with Third Party Bodies subject to the terms of this Paragraph 6:
 - 6.4.1 the Buyer's requirements;
 - 6.4.2 the Supplier's rate card and summary cost information;
 - 6.4.3 the Buyer's spend information; and
 - 6.4.4 the Supplier's registration information on the procurement platform used by the Buyer for the purposes of this Call-Off Contract.

7. Malicious Software

- 7.1 The Supplier shall, throughout the Call-Off Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 7.2 shall be borne by the Parties as follows:

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- 7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
- 7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Government Data (whilst the Government Data was under the control of the Buyer).

8. Data Protection Impact Assessment Delivery and Assistance

- 8.1 Without limitation to the obligations as set out in Joint Schedule 11 (Processing Data) and the Order Form, the Supplier shall provide a draft DPIA prior to Contract Award for each Deliverable under the Contract.
- 8.2 The Supplier shall update the DPIA to be complete for the agreed Deliverables and meeting all Law, prior to the Start Date of the Contract. The Supplier shall be responsible for updating the DPIA at each material change of the Deliverables (including but not limited to each release of new software) and following any Variation.

9. Third Party Rights for a Public Sector Data Processing

- 9.1 Further to Clause 19, where in Joint Schedule 11 (Processing Data) there is a third-party public sector Controller listed, the named third party public sector Controller will have CRTPA rights in relation to Data Protection Legislation obligations, where the Buyer has indicated this should be the case in the Order Form.
- 9.2 Where the third party public sector Controller wishes to exercise its rights pursuant to paragraph 9.1, the Buyer shall notify the Supplier that the rights are to be exercised.
- 9.3 The enforcement rights granted by Clause 9.1 are subject to the following restrictions and qualifications:
 - 9.3.1 the Parties may vary, terminate or rescind the Call-Off Contract without the consent of any third party; and
 - 9.3.2 the Buyer may, as agent or trustee, enforce any term of the Call-Off Contract on behalf of another such relevant third party to whom rights have been granted.

10. Data Protection Indemnity

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10.1 The Supplier recognises that the Buyer (where controller) will have obligations to meet in Law in relation to any breach and communication to subjects and the ICO, as well as government obligations as to conduct and transparency. Clause 26.2 to 26.5 inclusive of the Core Terms shall not apply in relation to any confidentiality or data protection indemnity provided by the Supplier including but not limited to Clause 14.8(e) of the Core Terms.

11. Confidentiality

11.1 It is recognised that the Health public sector is subject to National Health Service Act 2006 section 9, and in accordance with that statute does not put in place binding legal contracts.

11.2 In relation to Clause 15.5 of the Core Terms, the Buyer shall only be required to notify any public sector recipient that any confidential information is classed as confidential.

12. Premises

12.1 Where either Party uses the other Party's premises, such Party is liable for all Losses arising from any damage it causes to the premises. Such Party is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

12.2 The Supplier will use the Buyer Premises solely for the Call-Off Contract.

12.3 This clause does not create a tenancy or exclusive right of occupation.

12.4 While on the Buyer Premises, the Supplier will:

12.4.1 ensure the security of the premises;

12.4.2 comply with Buyer requirements for the conduct of personnel;

12.4.3 comply with any health and safety measures implemented by the Buyer;

12.4.4 comply with any instructions from the Buyer on any necessary associated safety measures ; and

12.4.5 notify the Buyer immediately in the event of any incident occurring on the premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

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12.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

12.6 All Supplier Equipment brought onto the Buyer Premises will be at the Supplier's risk. Upon termination or expiry of the Call-Off Contract, the Supplier will remove such Supplier Equipment.

13. Audit

13.1 The Buyer may Audit the Supplier at any time by giving notice in writing, such notice to set out details of the scope of such Audit and the details of the relevant Auditor.

13.2 Further to Clause 6.6, the Supplier must provide a copy of its Self Audit Certificate supported by an audit report to the Buyer at the end of each Contract Year.

14. Non-Solicitation of Employees or Contractors

14.1 The Supplier recognises that the Buyer invests a considerable amount of time, cost and effort in the recruitment and training of staff in the niche area of ICT health services in the public sector. Furthermore, the necessary recruitment governance activity and security checks result in a long lead time in onboarding new staff. Consequently, the Buyer has a legitimate business interest to prevent the unauthorised solicitation or employment or engagement of Restricted Staff.

14.2 In order to protect the legitimate business interests of the Buyer (and in particular the Confidential Information, goodwill and the stable trained workforce of each Party), the Supplier agrees that it shall not for the duration of the Call-Off Contract and for a period of 3 months after termination or expiry of this Call-Off Contract solicit or entice away from the employment or service or engagement of the Buyer any Restricted Staff, other than by means of a national advertising campaign open to all-comers and not specifically targeted at the Restricted Staff. The Supplier shall not be deemed to be in breach of this paragraph 14 where Restricted Staff are engaged in response to applying to a general advertising campaign.

15. Further consequences of Call-Off Contract Expiry or Termination

15.1 In addition to the provisions of Clause 10.5, at the end of the Call-Off Contract (howsoever arising), the Supplier must:

15.1.1 immediately return to the Buyer:

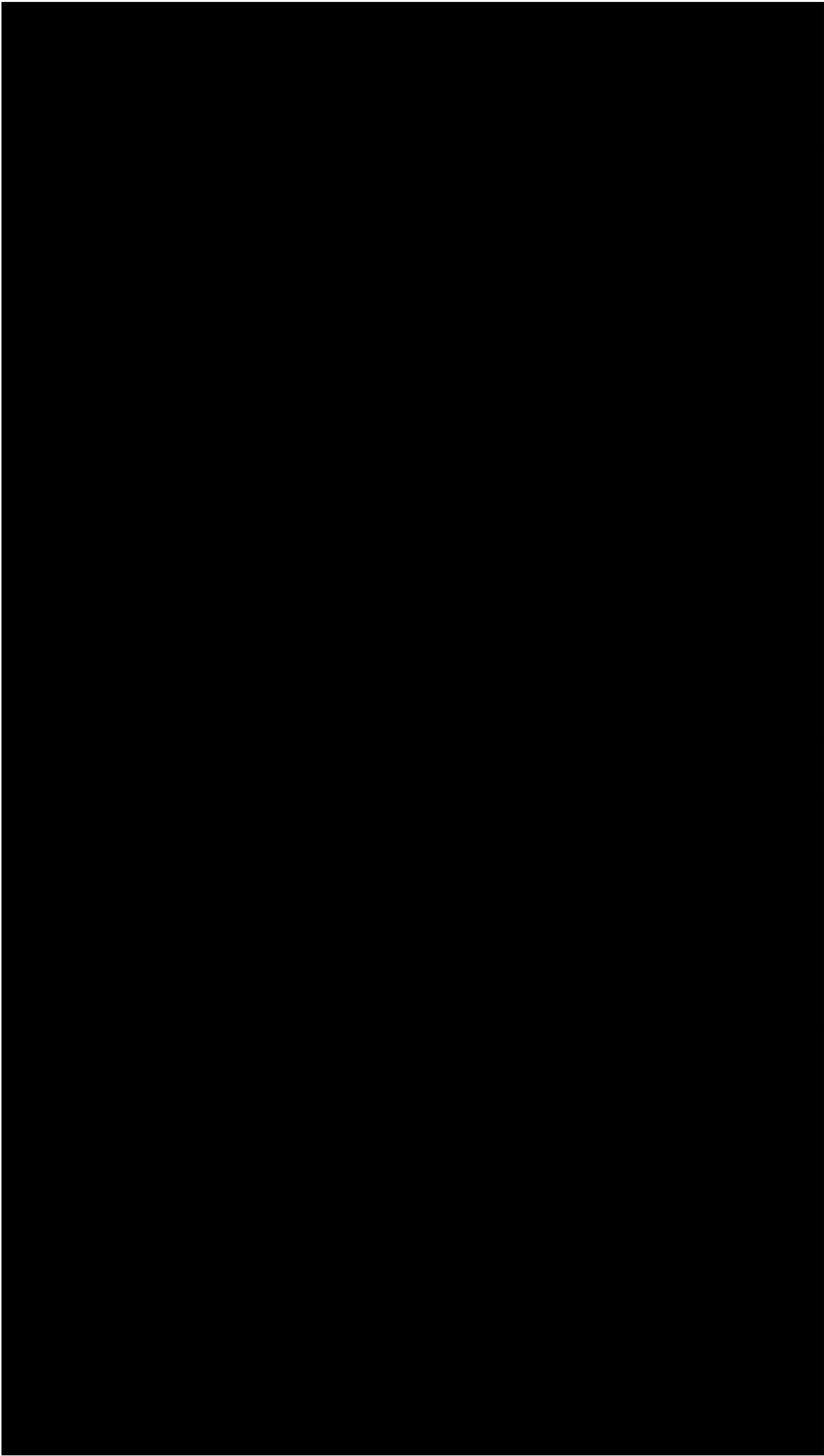
15.1.1.1 all copies of Buyer Software and any other software licensed by the Buyer to the Supplier under this Call-Off Contract;

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- 15.1.1.2 any materials created by the Supplier under this Call-Off Contract or work in progress where the IPRs are or will be owned by the Buyer; and
- 15.1.1.3 all Buyer Assets provided to the Supplier by the Buyer in good working order.
- 15.1.2 immediately upload any items that are or were due to be uploaded to the repository in accordance with paragraph 4 of this Schedule when this Call-Off Contract was terminated;
- 15.1.3 ensure that any Government Data returned under Clause 10.6.1(d) is, at the direction of the Buyer, provided to the Buyer and any Replacement Supplier with a complete and uncorrupted version of the Government Data in electronic form in the formats and on media agreed with the Buyer and any Replacement Supplier;
- 15.1.4 work with the Buyer on any work in progress and ensure an orderly transition of the Services to the Replacement Supplier;
- 15.1.5 provide all information requested by the Buyer on the provision of the Services so that:
 - 15.1.5.1 the Buyer is able to understand how the Services have been provided; and
 - 15.1.5.2 the Buyer and any Replacement Supplier can conduct due diligence.
- 15.2 Each Party will return all of the other Party's Confidential Information. Each Party will confirm that it does not retain the other Party's Confidential Information except where the information must be retained by the Party as a legal requirement or where this Call-Off Contract states otherwise.



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