



**UK Export
Finance**

Marketing Campaign Services

Call-Off Contract (CR_2327)

Letter of Appointment

CCS Framework Reference: RM6124

**The Export Credits Guarantee Department
(Acting as U.K. Export Finance)**

and

Unlimited Group



**UK Export
Finance**

DPS Schedule 6 – Marketing Campaign Services

Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract RM6124 between CCS and the Agency, dated 06/09/2021.

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

Order Number:	CR_2327 Marketing Campaign Services Project _1963
From:	The Export Credits Guarantee Department, acting as U.K. Export Finance.
To:	Unlimited Group

Order Start Date:	02/03/2023
Order Expiry Date:	01/03/2025
Order Initial Period:	Twenty-four (24) months
Order Optional Extension Period:	Twelve (12) months

Goods or Services required:	<p>Goods or Services required are set out in DPS Schedule 1 of the DPS Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.</p> <p>Subsequent calls for Goods or Services shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.</p>
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Key Staff:	<div data-bbox="592 141 812 190"></div> <div data-bbox="592 192 1139 239"></div>
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	<p>[REDACTED]</p> <p>For the Agency:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Guarantor(s)	Not Applicable

Order Contract Charges (including any applicable discount(s), but excluding VAT):	<ol style="list-style-type: none"> 1. The total contract value per Contract Year shall be up to [REDACTED] (exclusive of VAT) the "Annual Contract Value". For the avoidance of doubt the Client does not commit to a minimum spend. 2. The Agency may invoice the Client for the Charges for each Statement of Work in accordance with the terms of the relevant Statement of Work. 3. The Client shall not be liable for any amount that exceeds the Charges agreed by the Client for a Project in the relevant signed Statement of Work. 4. The Agency shall ensure that the total amount of the Charges set out in all Statements of Work(s) entered in a single Contract Year shall not exceed the Annual Contract Value at any time.
Liability	<p>See Clause 11 of the Core Terms</p> <p>Estimated Year 1 Charges: [REDACTED]</p>
Additional Insurance Requirements	Not Applicable

**Client billing address
for invoicing:**

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



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Special Terms

Annex B: Statement of Work shall be supplemented with the following additional terms:

Statement of Work

1. Definitions

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

"Achieve" For the purposes of this contract, shall mean to successfully meet the satisfaction criteria identified in the Statement of Work for the relevant Project and the issue of an email from [insert Client representative] confirming that such satisfaction criteria have been met and "Achieved", "Achieving" and "Achievement" shall be construed accordingly.

"Instructions" has the meaning given to it in paragraph 2.1.

"Project" A piece of work or event for which Services are required by the Client.

2. Statement of Works

2.1 The Client shall provide a description of the Services required for the relevant Project (the "Instructions") to the Agency.

2.2 The Agency shall provide a draft Statement of Work for each Project within five (5) working days of receiving the Instructions.

2.3 The Statement of Work shall be consistent in all material respects with the Instructions.

2.4 The draft Statement of Work:

2.4.1 must contain information at the level of detail necessary to ensure the Project is managed effectively and as the Client may otherwise require.

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

2.4.3 it shall identify the criteria which must be satisfied for the Project to be Achieved.

2.4.4 It shall provide a timetable for the delivery of the Project.

2.4.5 it shall include a fixed price for the Project which shall be the only Charges payable by the Client in respect of the Project; and

2.4.6 a breakdown of the costs underpinning the fixed price.

2.5 All Charges included in the Statement of Work shall be calculated using the rates set out in [Annex A] unless the Agency can demonstrate to the satisfaction of the Client that the Instructions require a variation to the requirements set out in Annex A of the Specification and meeting the varied



**UK Export
Finance**

requirements will require the Agency to incur additional costs that were not accounted for in its tendered rates in which case such additional costs may be included in the Charges where agreed by the Client in the Statement of Work.

2.6 Subject to paragraph 2.10, following receipt of the draft Statement of Work from the Agency, the Parties shall use reasonable endeavours to agree the contents of the Statement of Work. The agreed Statement of Work will be signed by authorised representatives of both Parties. If the Parties are unable to agree the contents of the Statement of Work within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.7 The Agency shall ensure that each Project is Delivered in accordance with the timetable set out in the Statement of Work.

2.8 The Agency shall monitor its performance against the Statement of Work and report to the Client on such performance.

2.9 The Parties may agree changes to the Statement of Work in writing signed by authorised representatives of both Parties where such changes do not result in:

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

2.10 The Client may notify the Agency in writing that it does not wish to proceed with a Project at any time prior to a Statement of Work being agreed for that Project in which case the Agency shall not be obliged to deliver such Project and the Client shall not be liable for any costs incurred by the Agency in respect of such Project or any Deliverables that relate to such Project.



UK Export Finance

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

COMMERCIALLY SENSITIVE INFORMATION

Applies to the Agency Tender response to the procurement and Rate Card.

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Goods or Services and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Proposal)

ORDER INCORPORATED TERMS

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

1. This Letter of Appointment including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6124
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6124
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility) RM6124
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for CR_2327
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 13 (Implementation Plan)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 20 (Order Specification)

4. CCS Core Terms



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5. *Order Schedule 4* (Proposal) as long as any parts of the Order Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

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

FORMATION OF ORDER CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

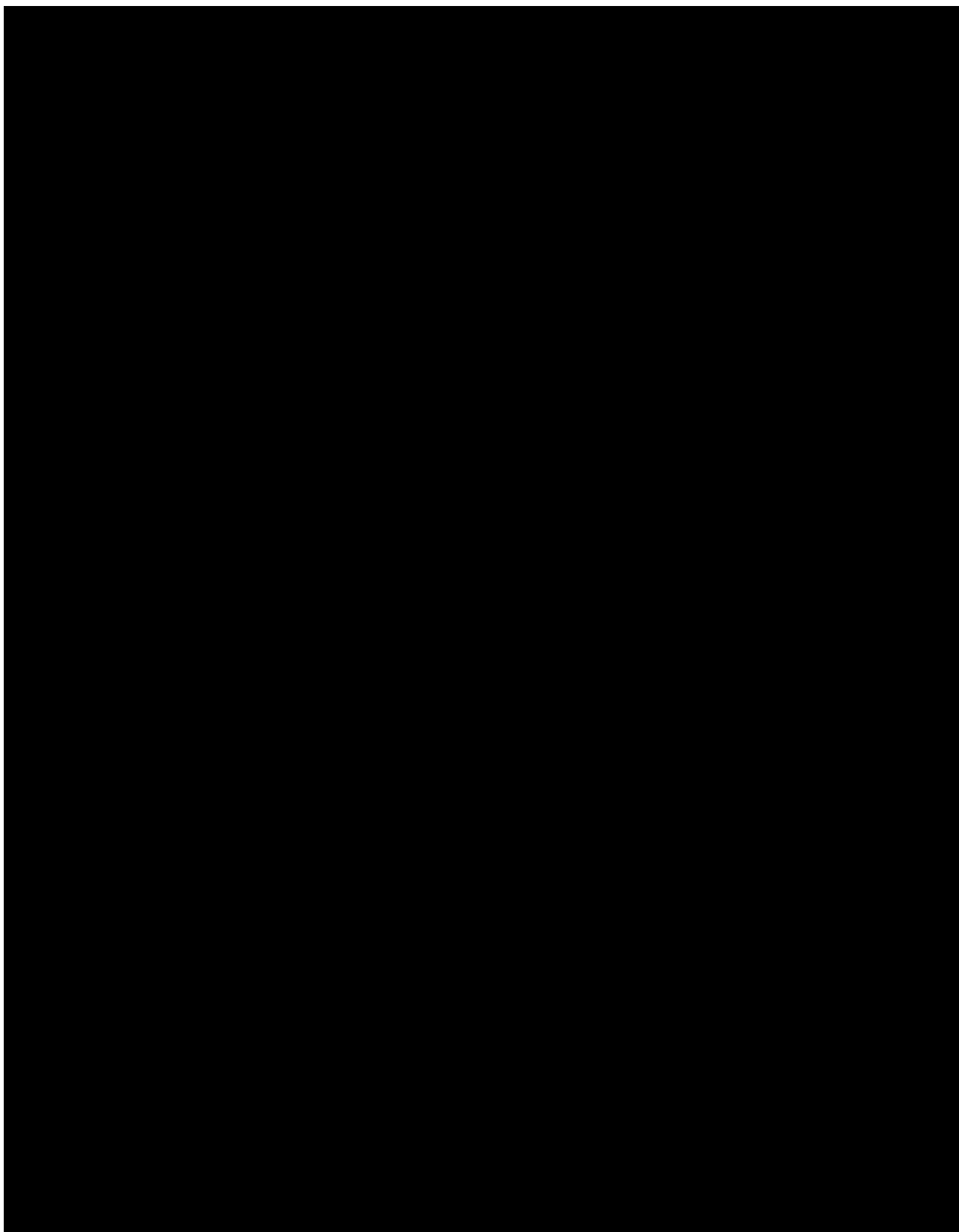
The Parties hereby acknowledge and agree that they have read this letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter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

For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:	<div></div>	Signature:	<div></div>
Name:	<div></div>	Name:	<div></div>
Role:	<div></div>	Role:	<div></div>

Date:	<div></div>	Date:	<div></div>
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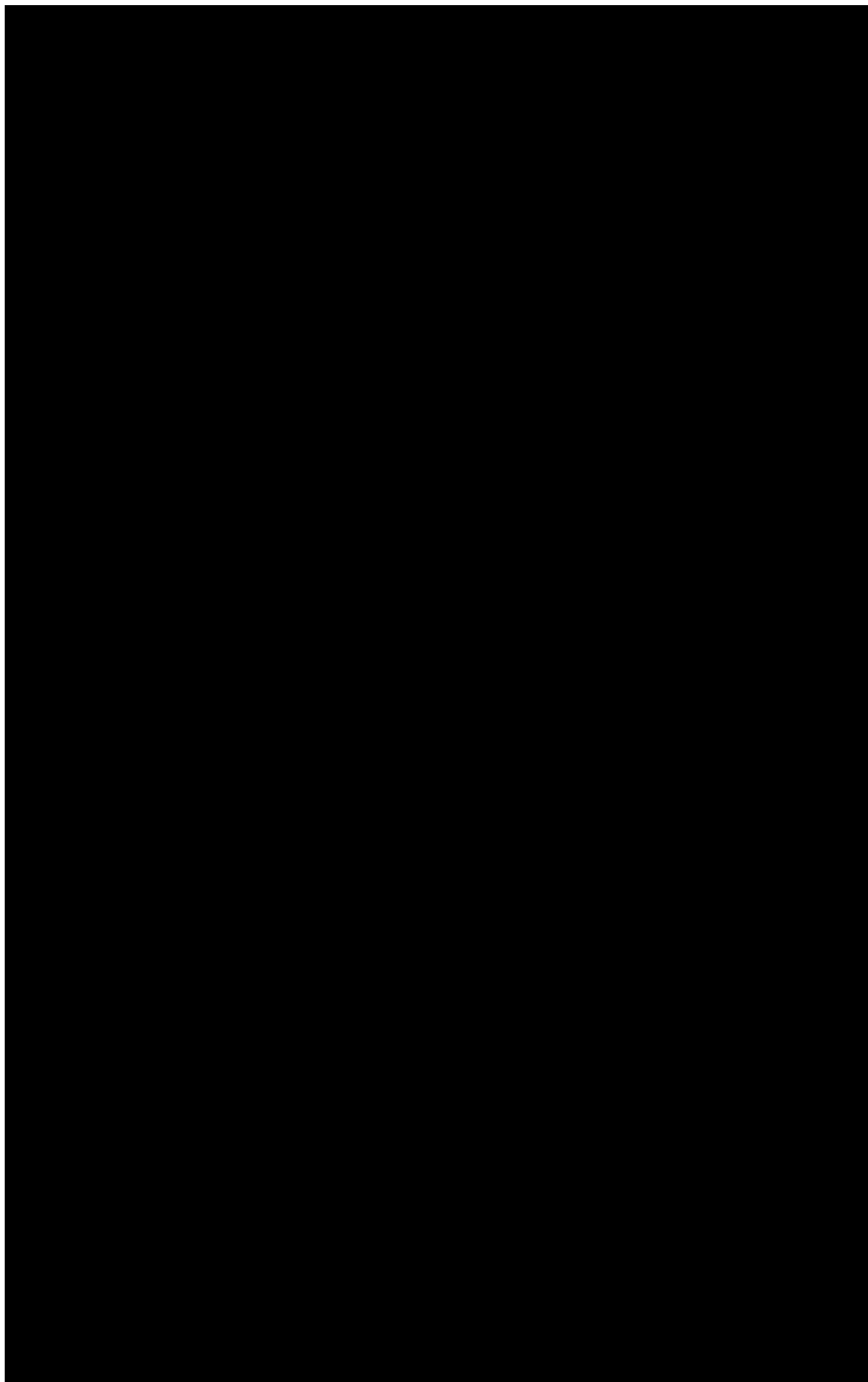
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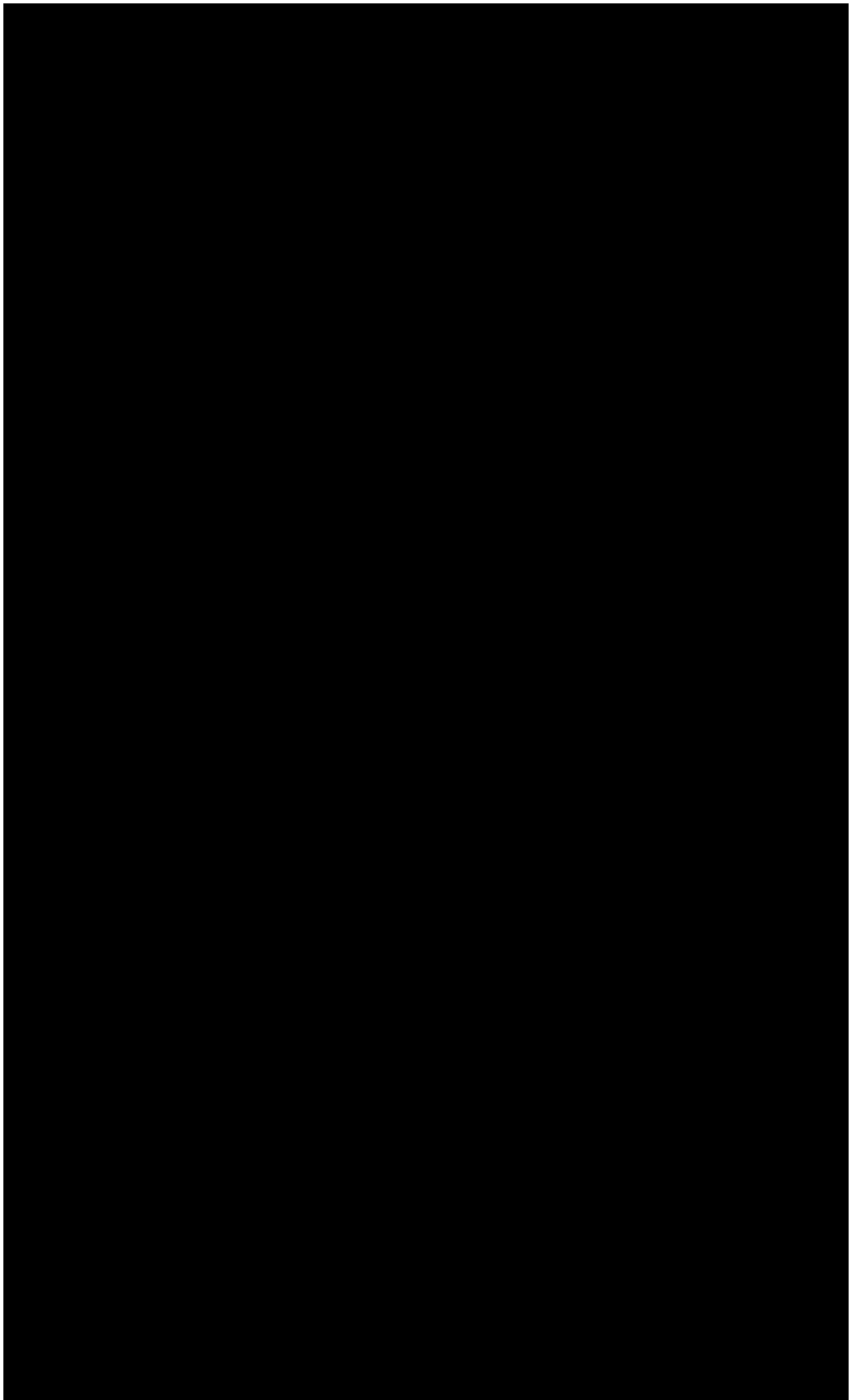
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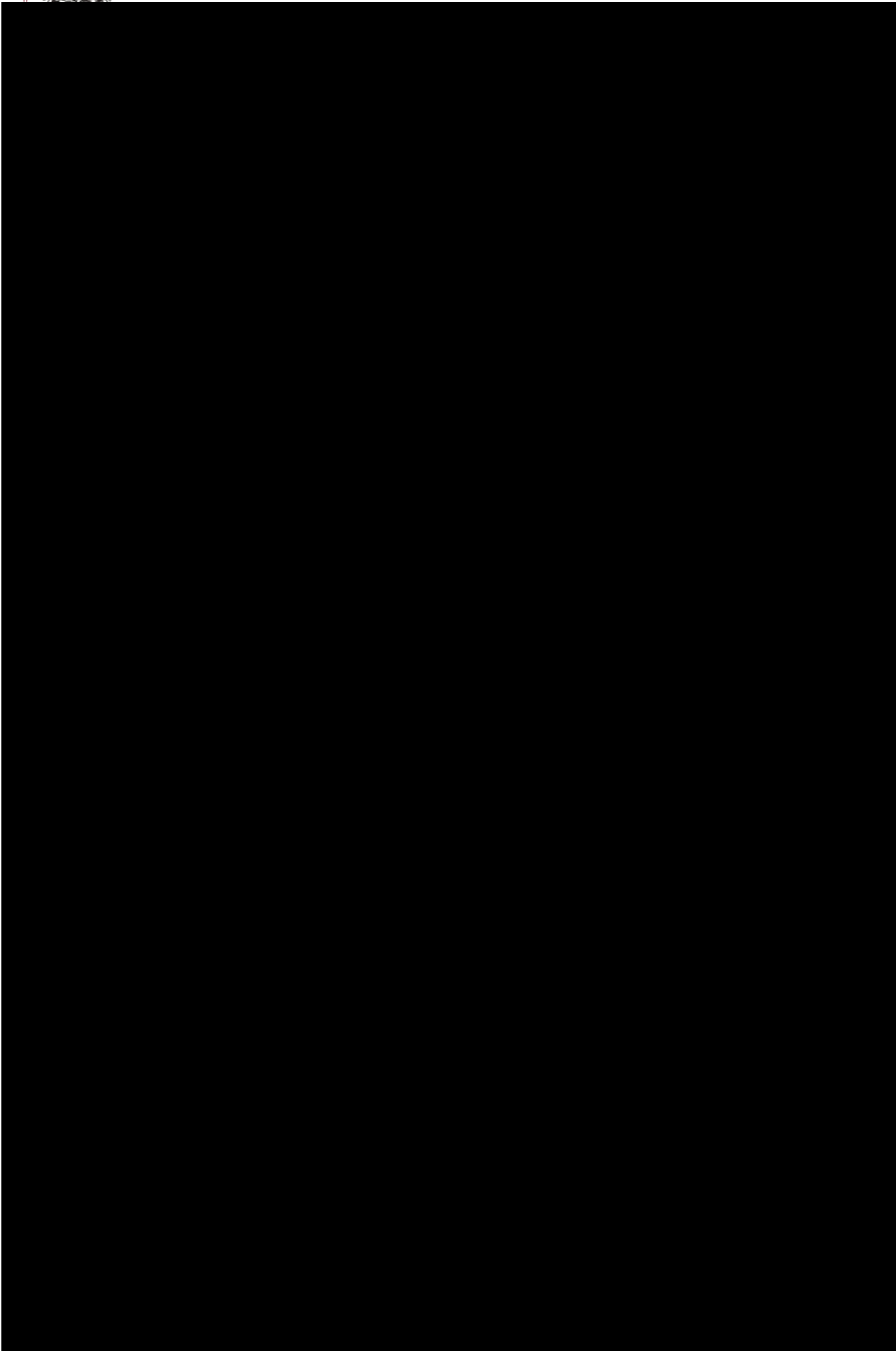


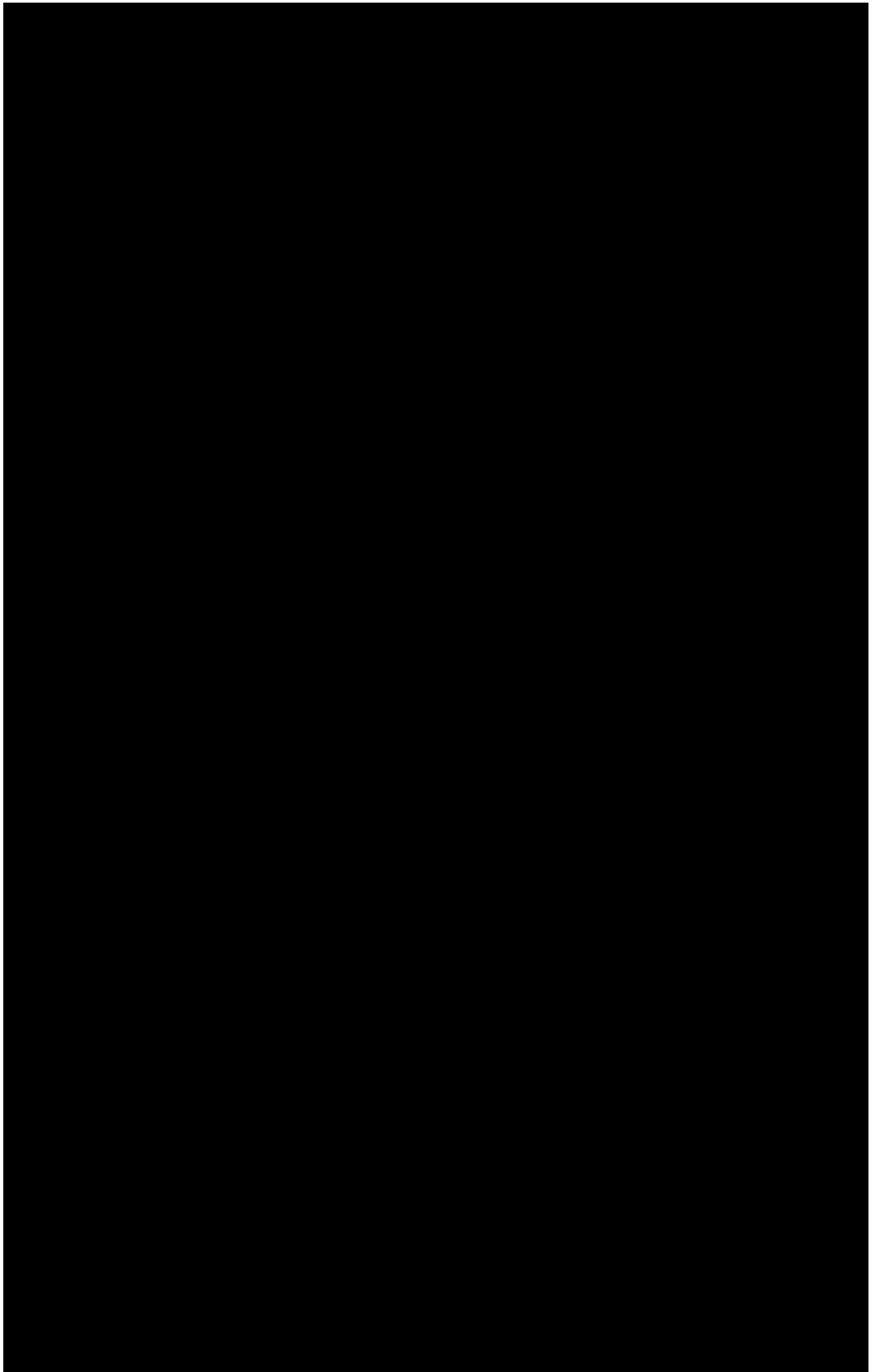
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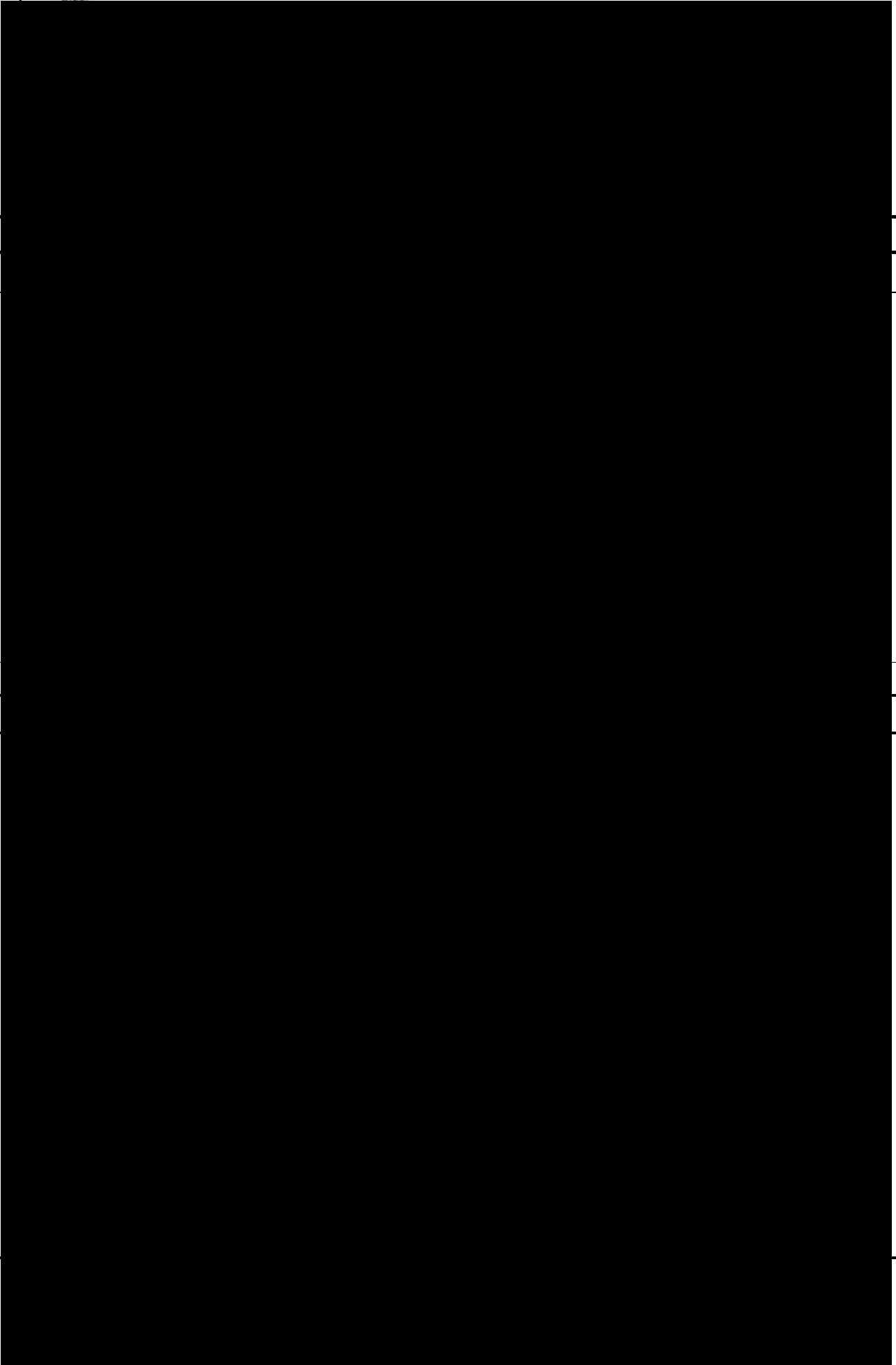


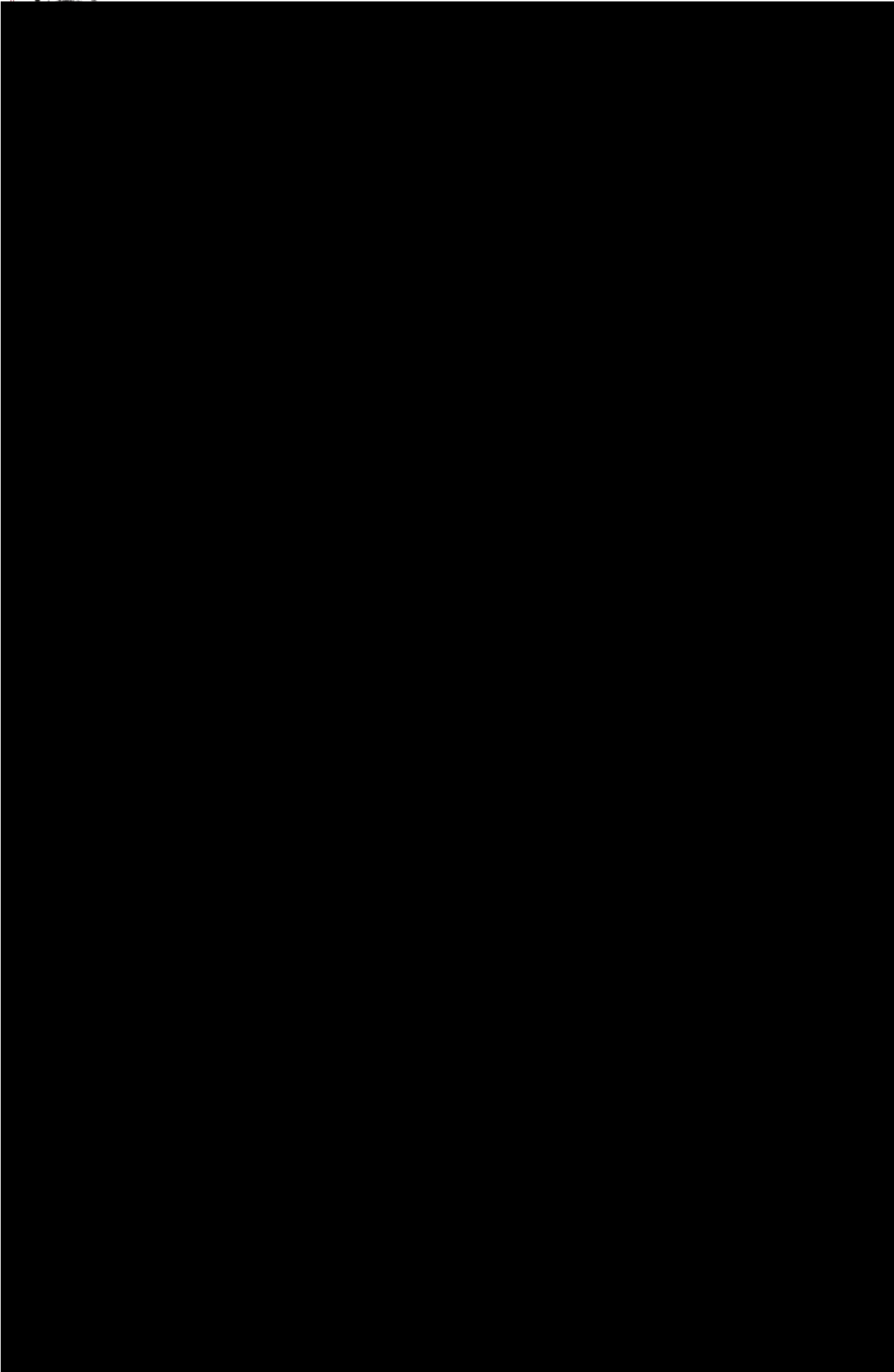


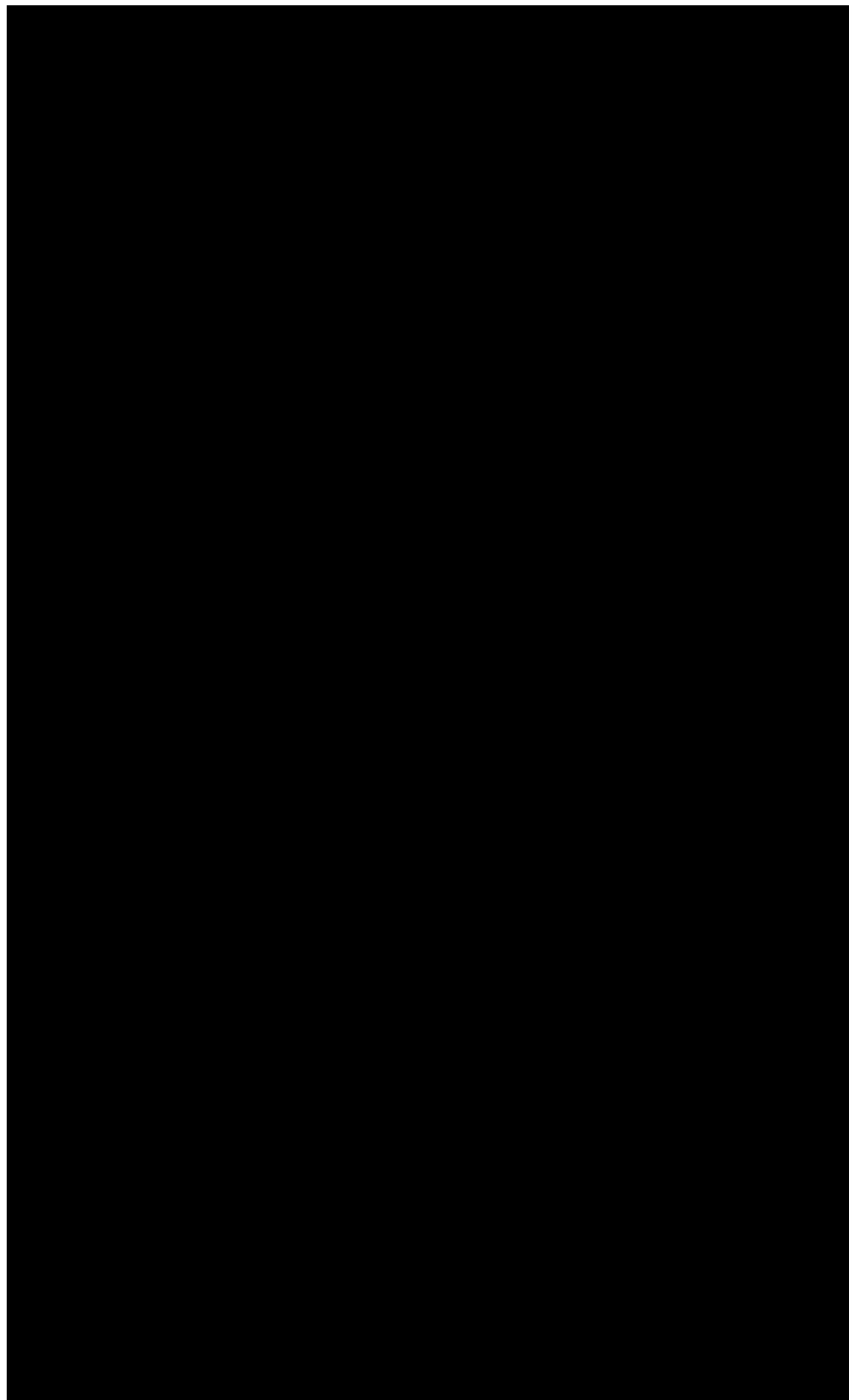


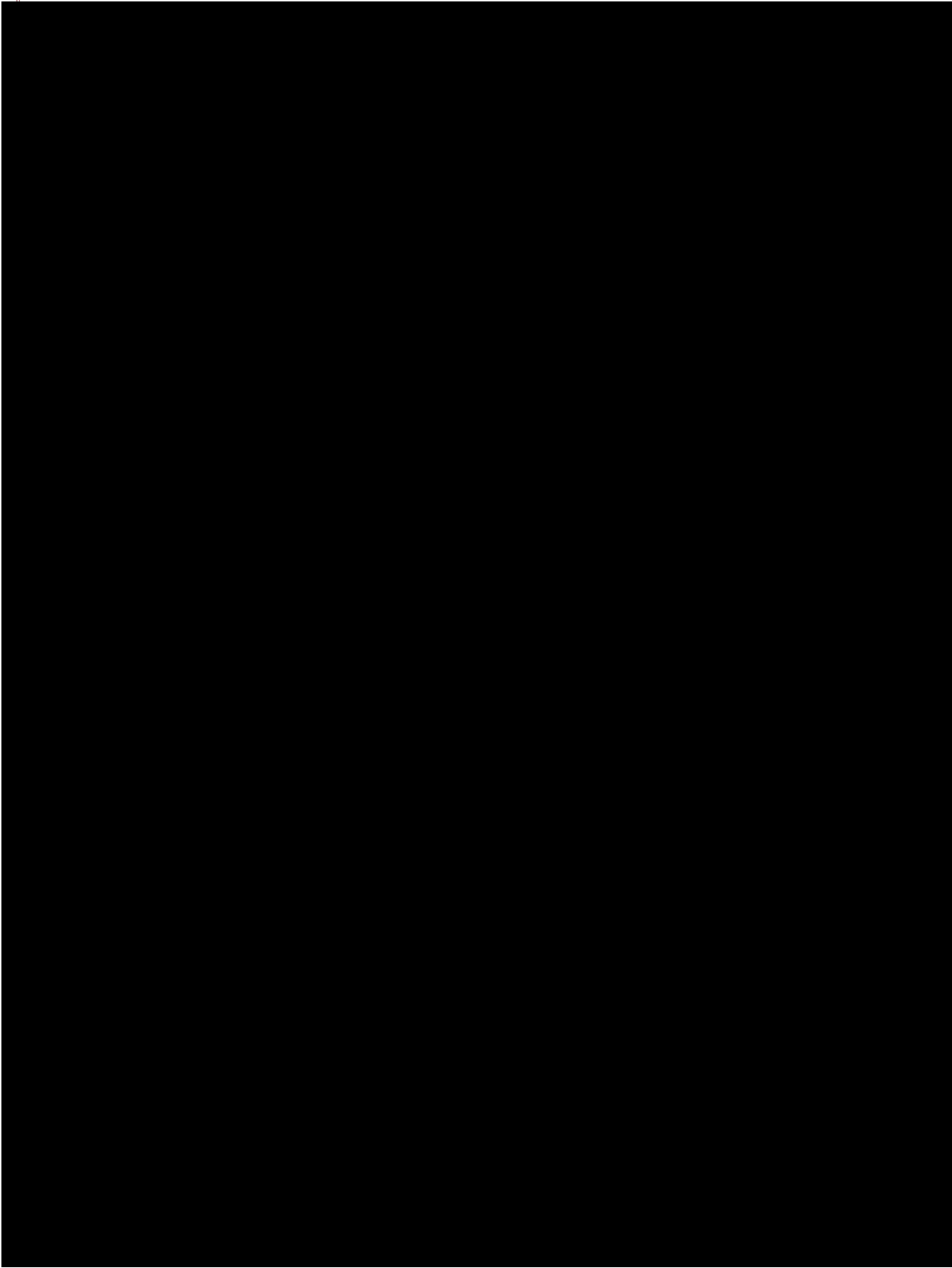


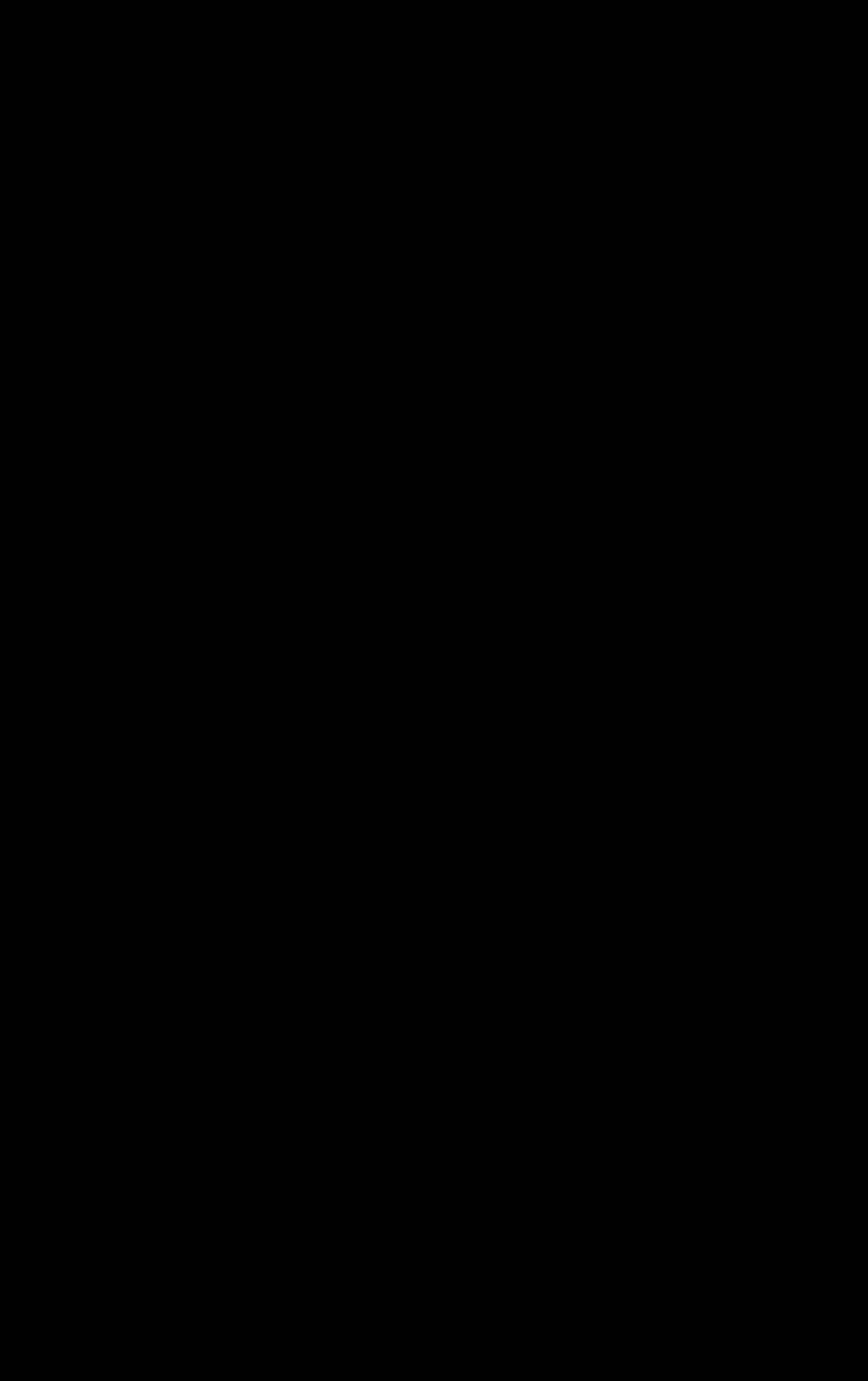


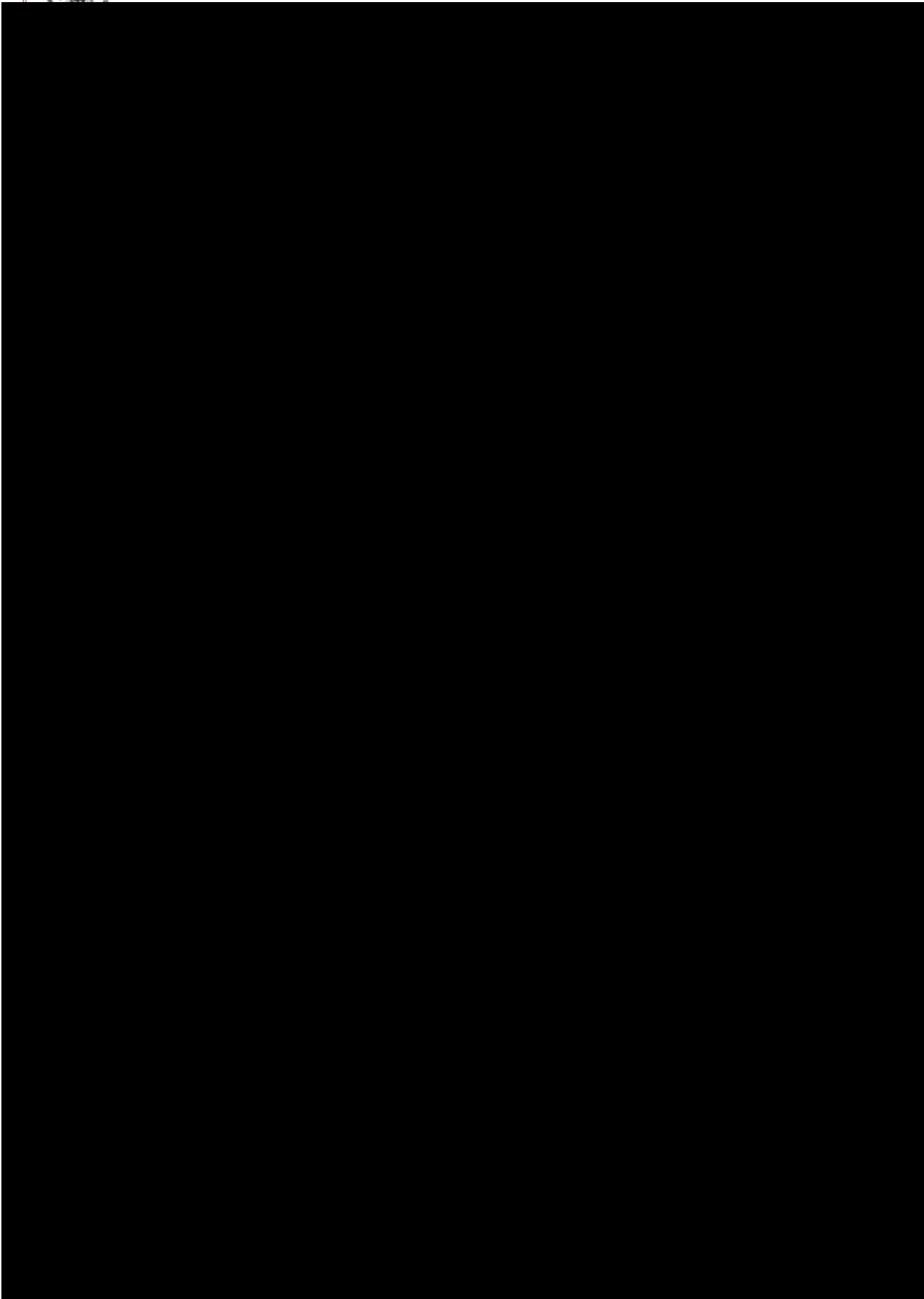


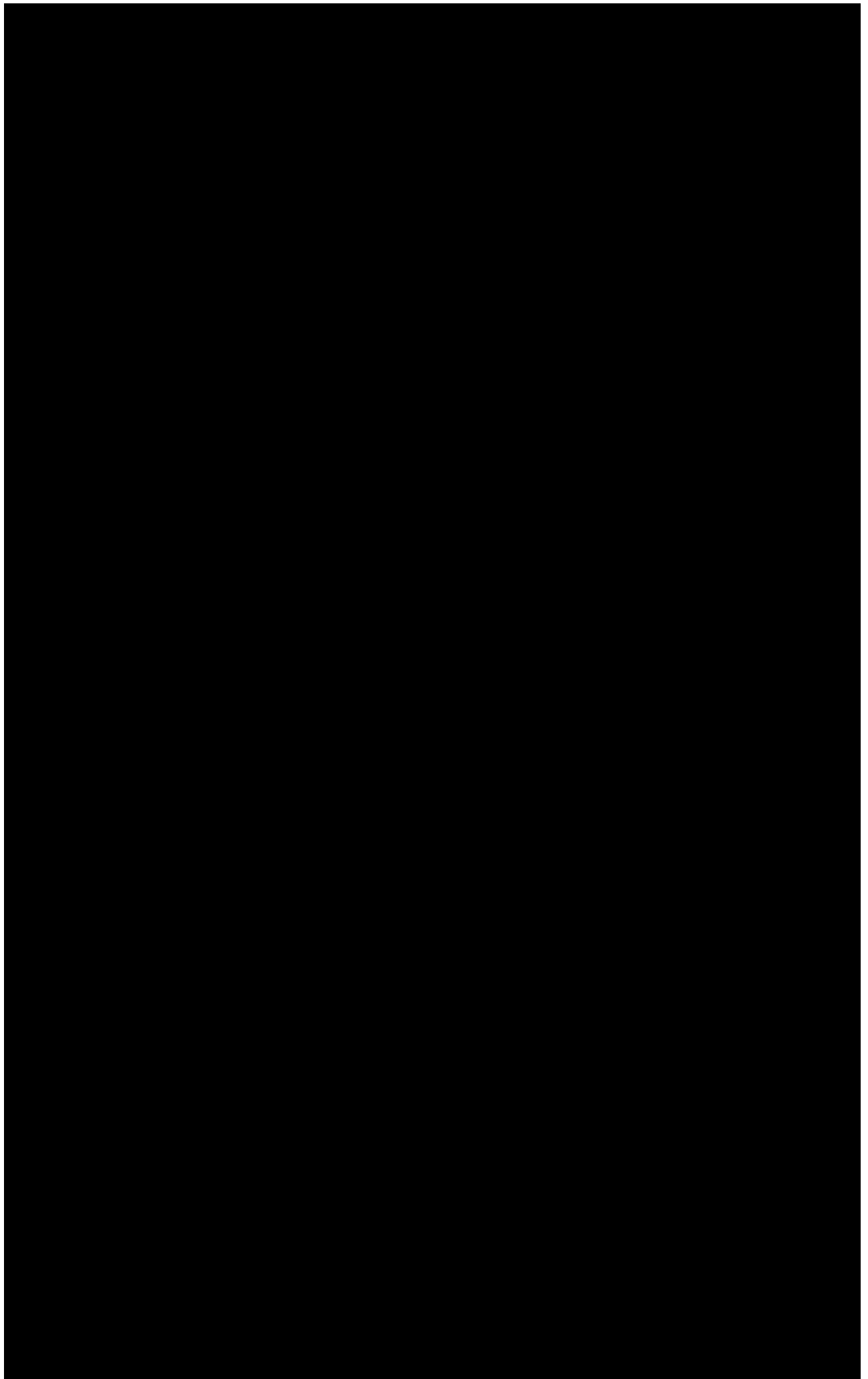


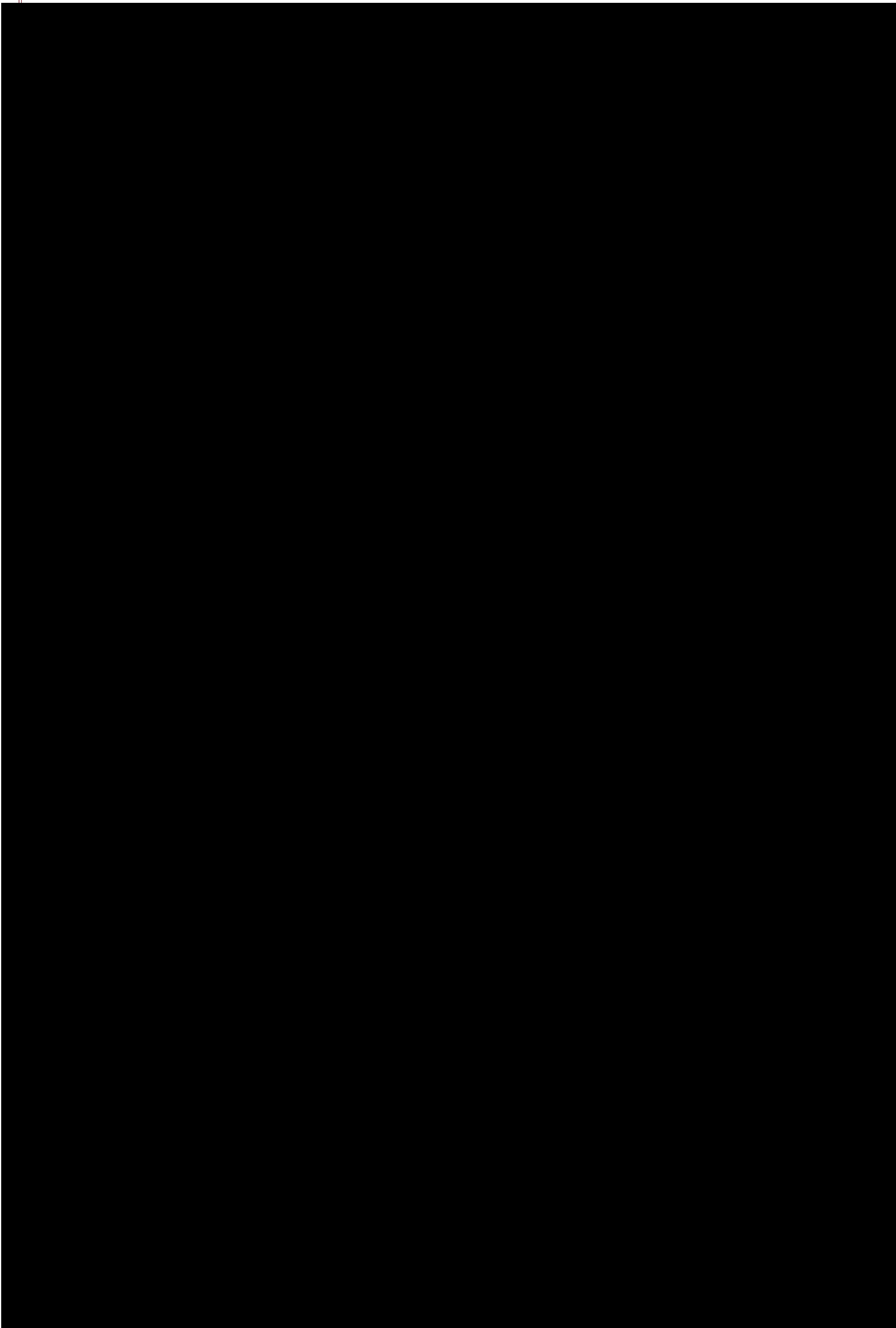


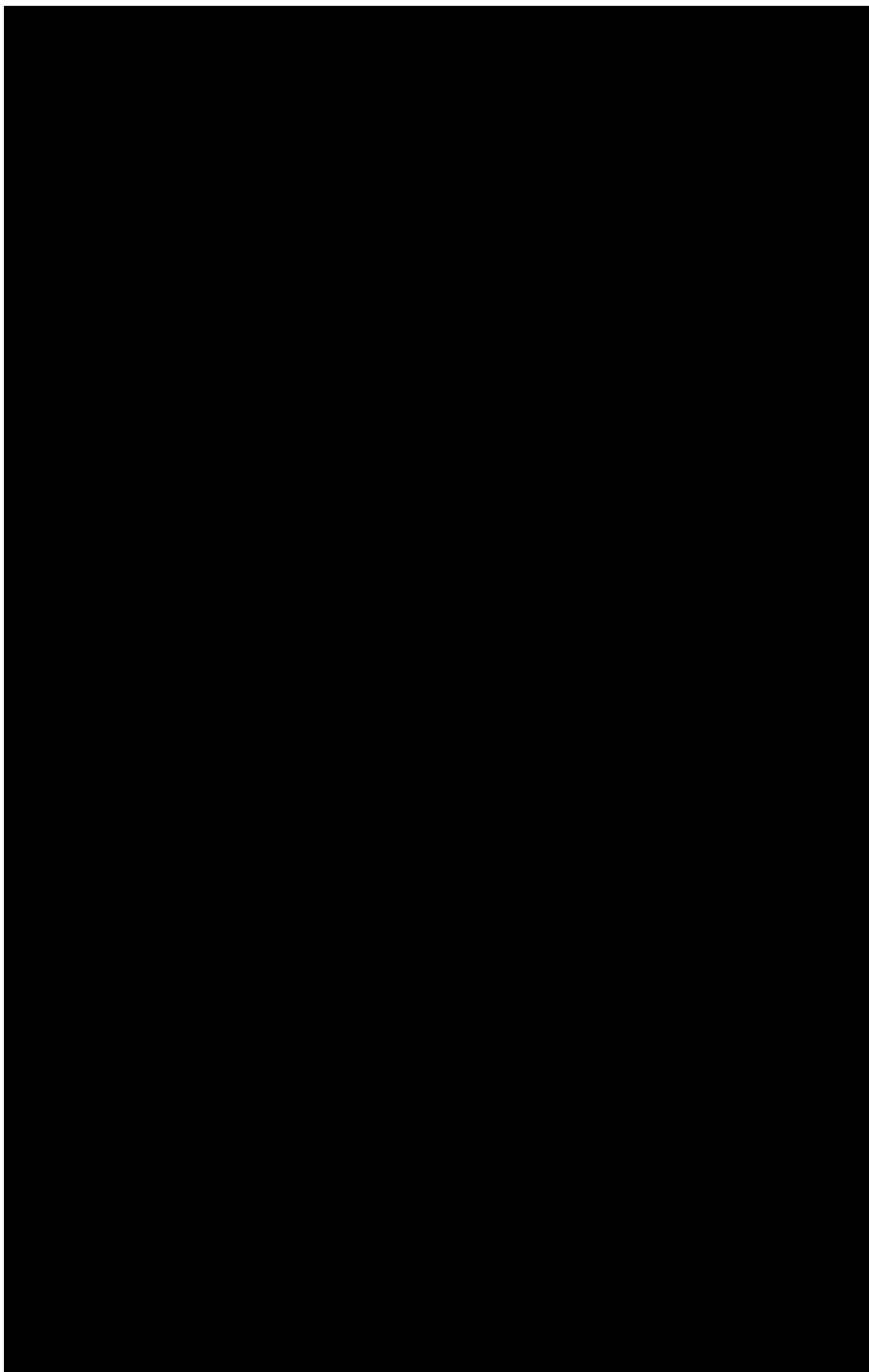


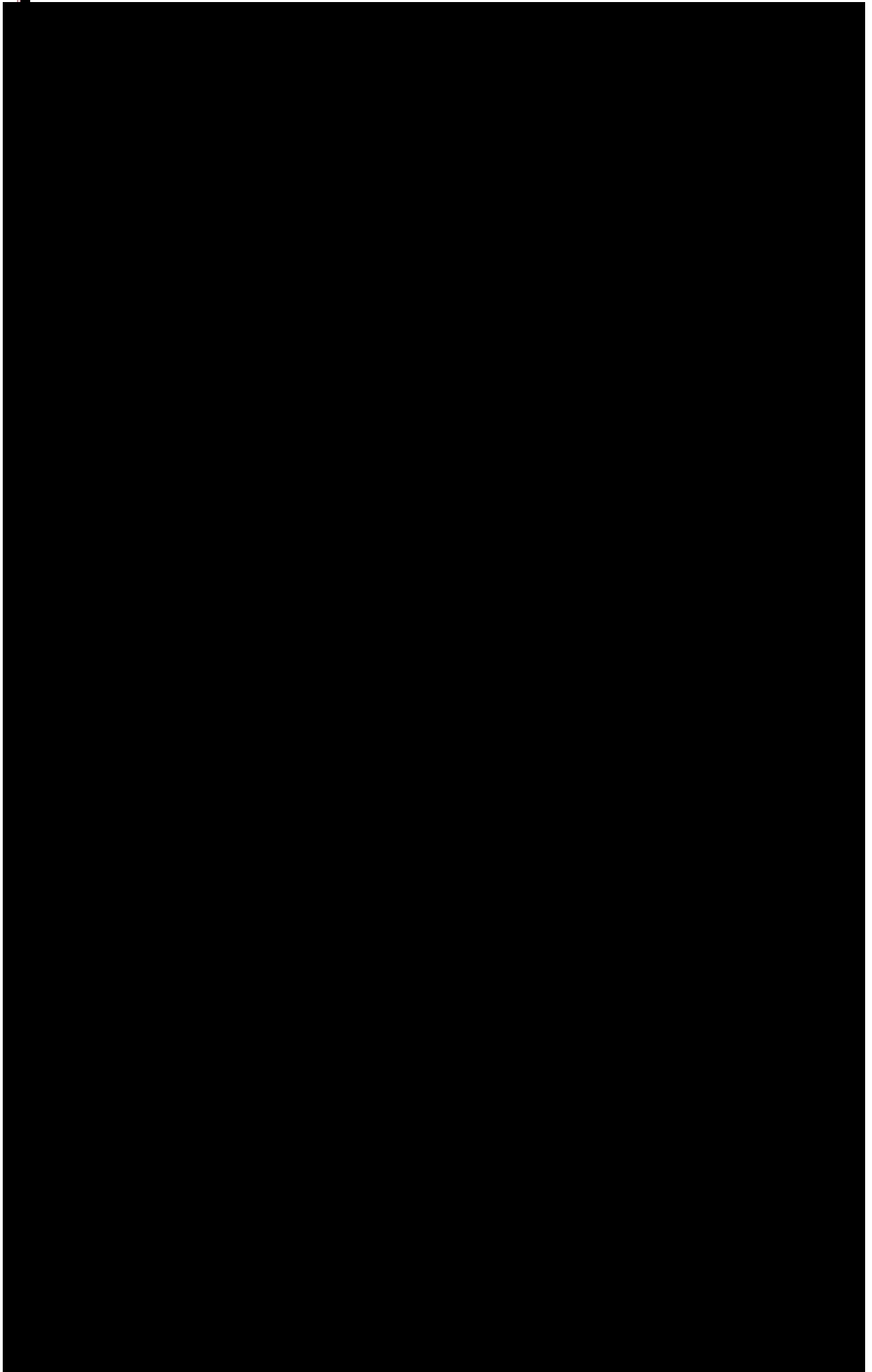


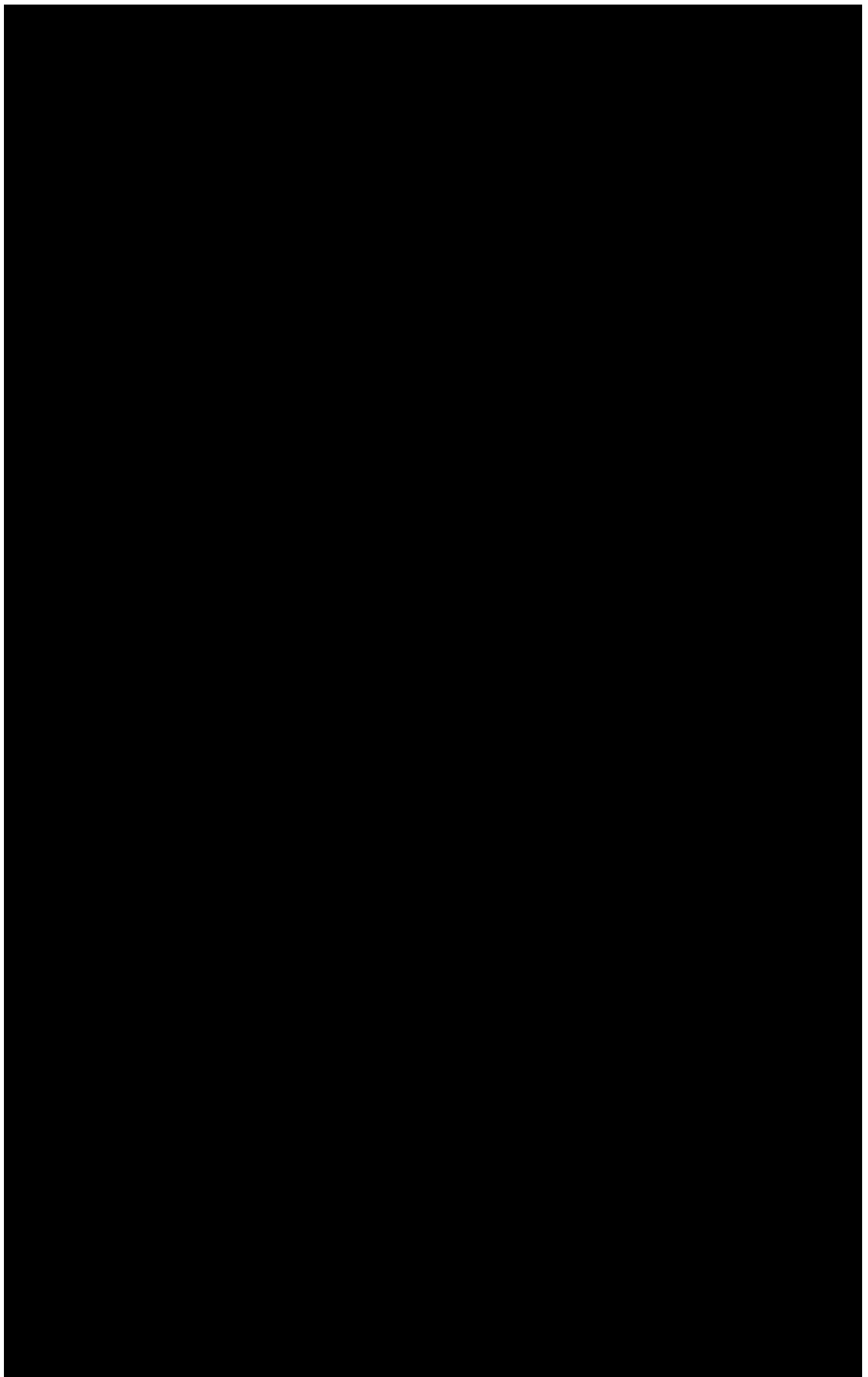


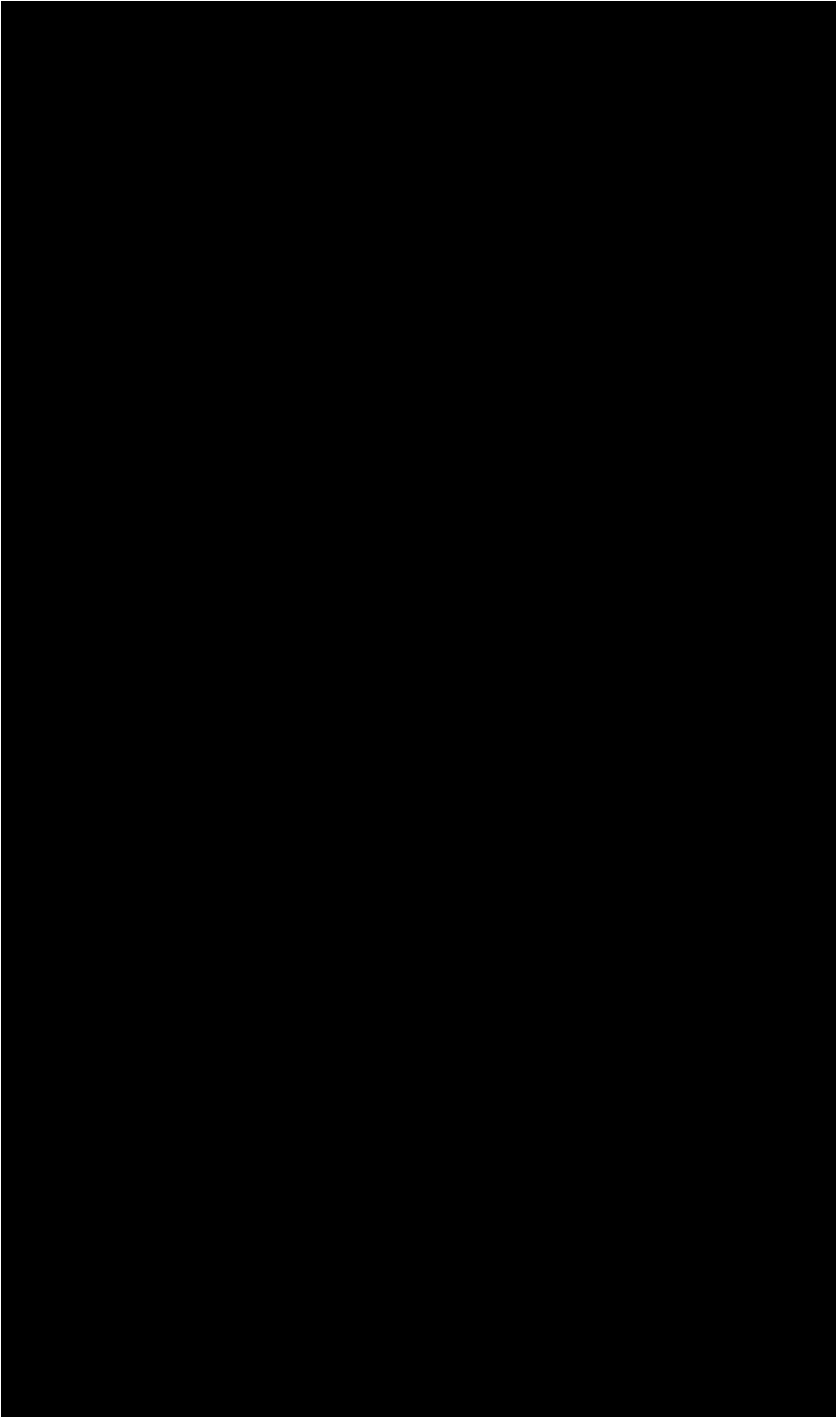


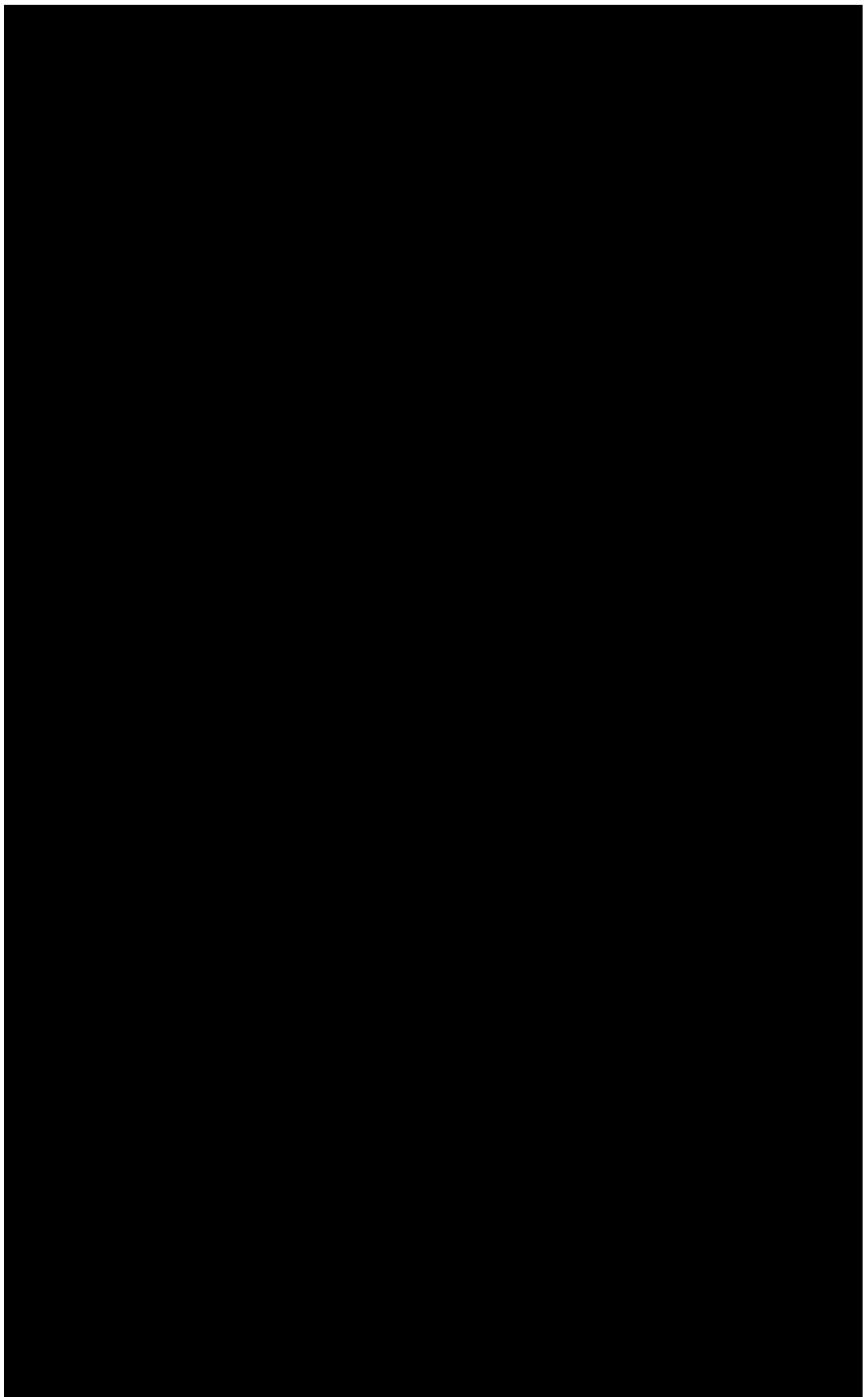


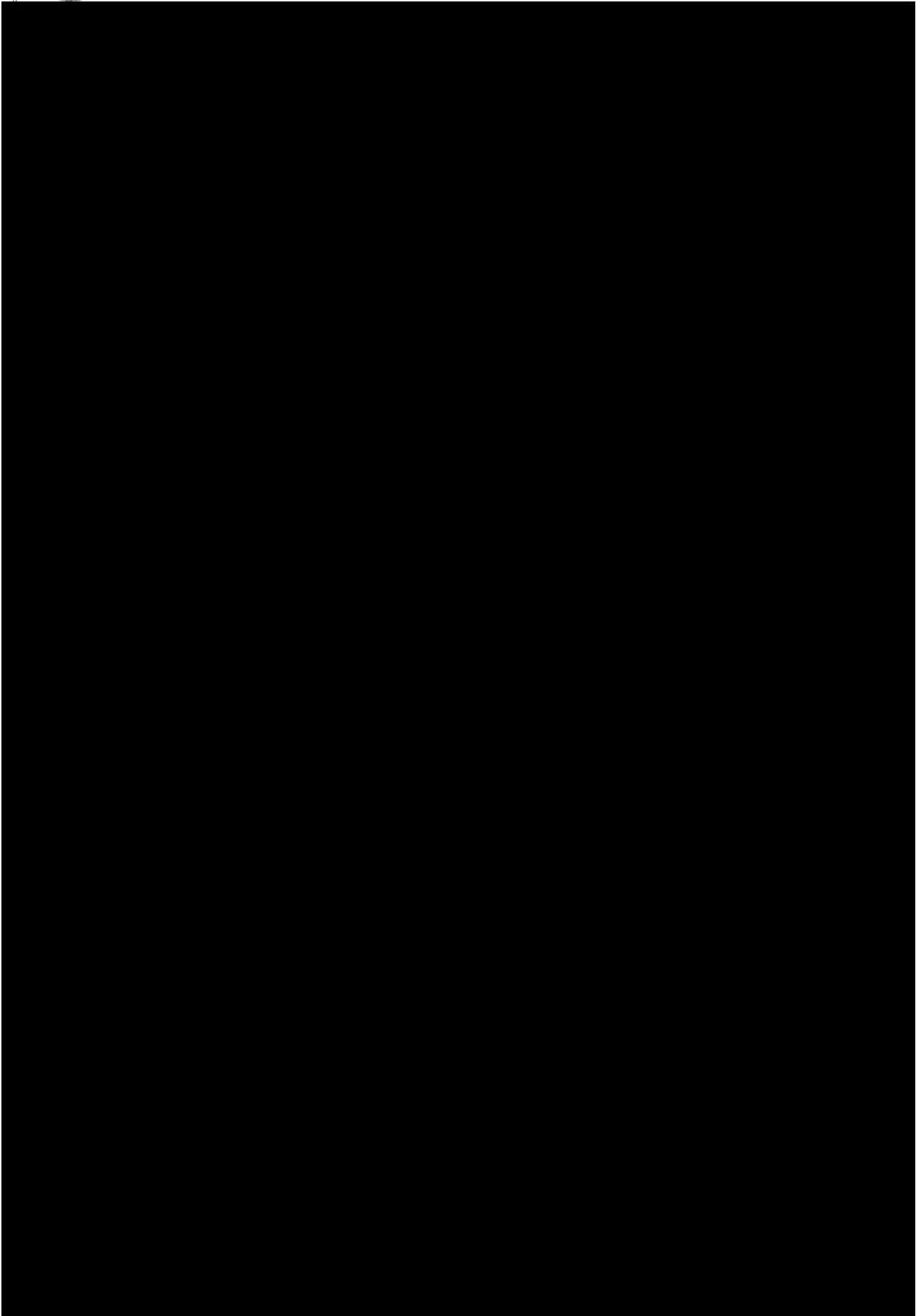


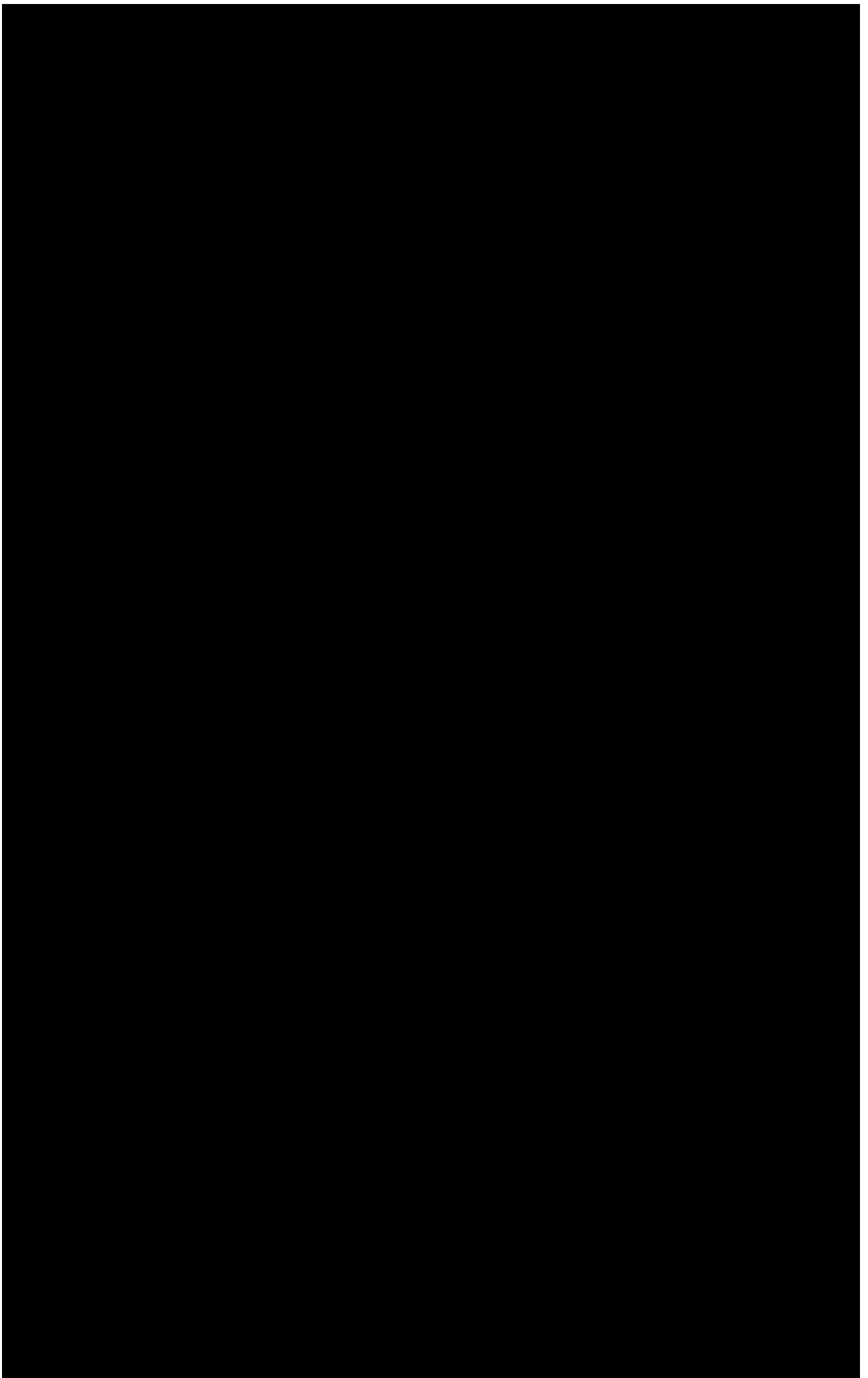


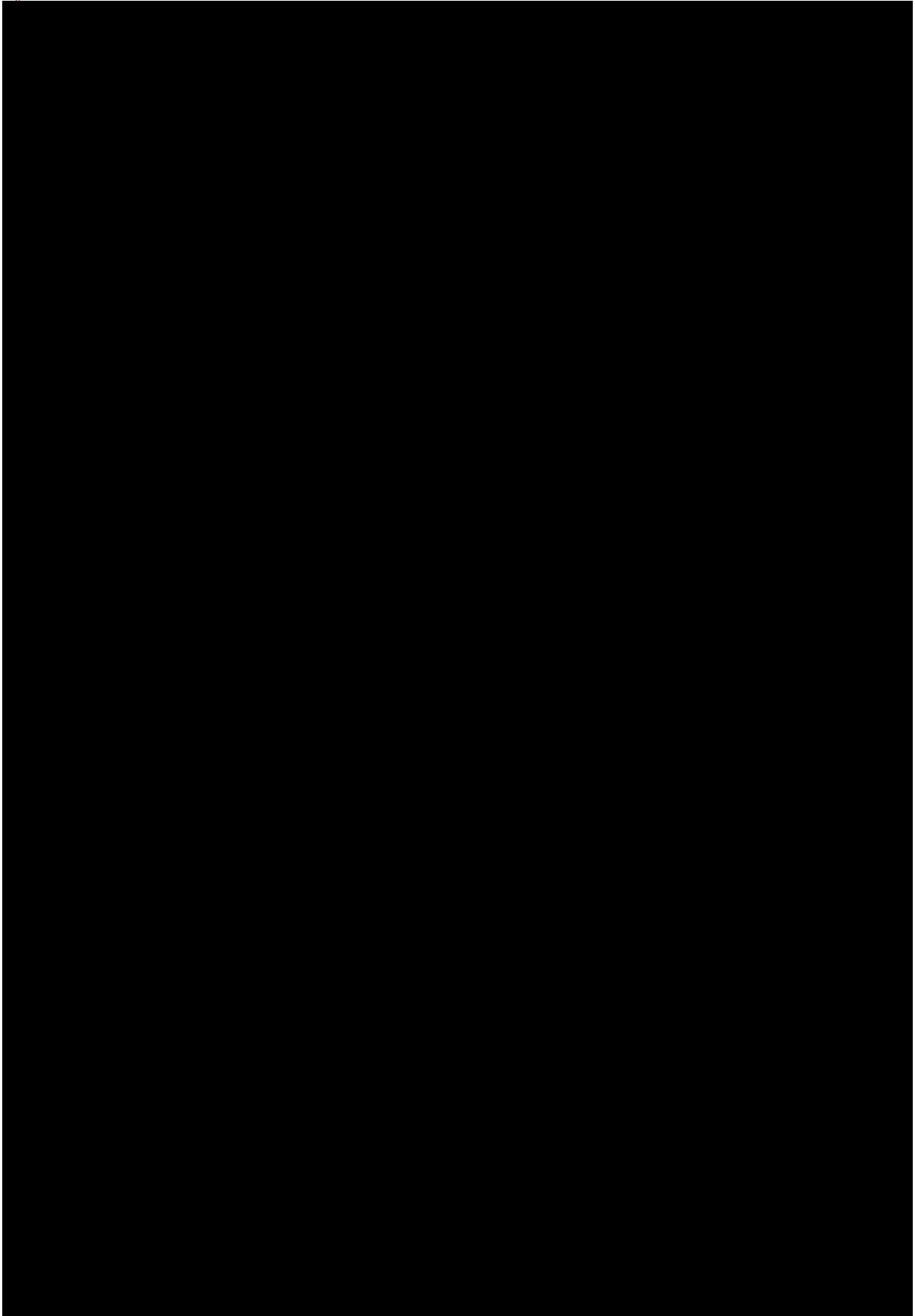


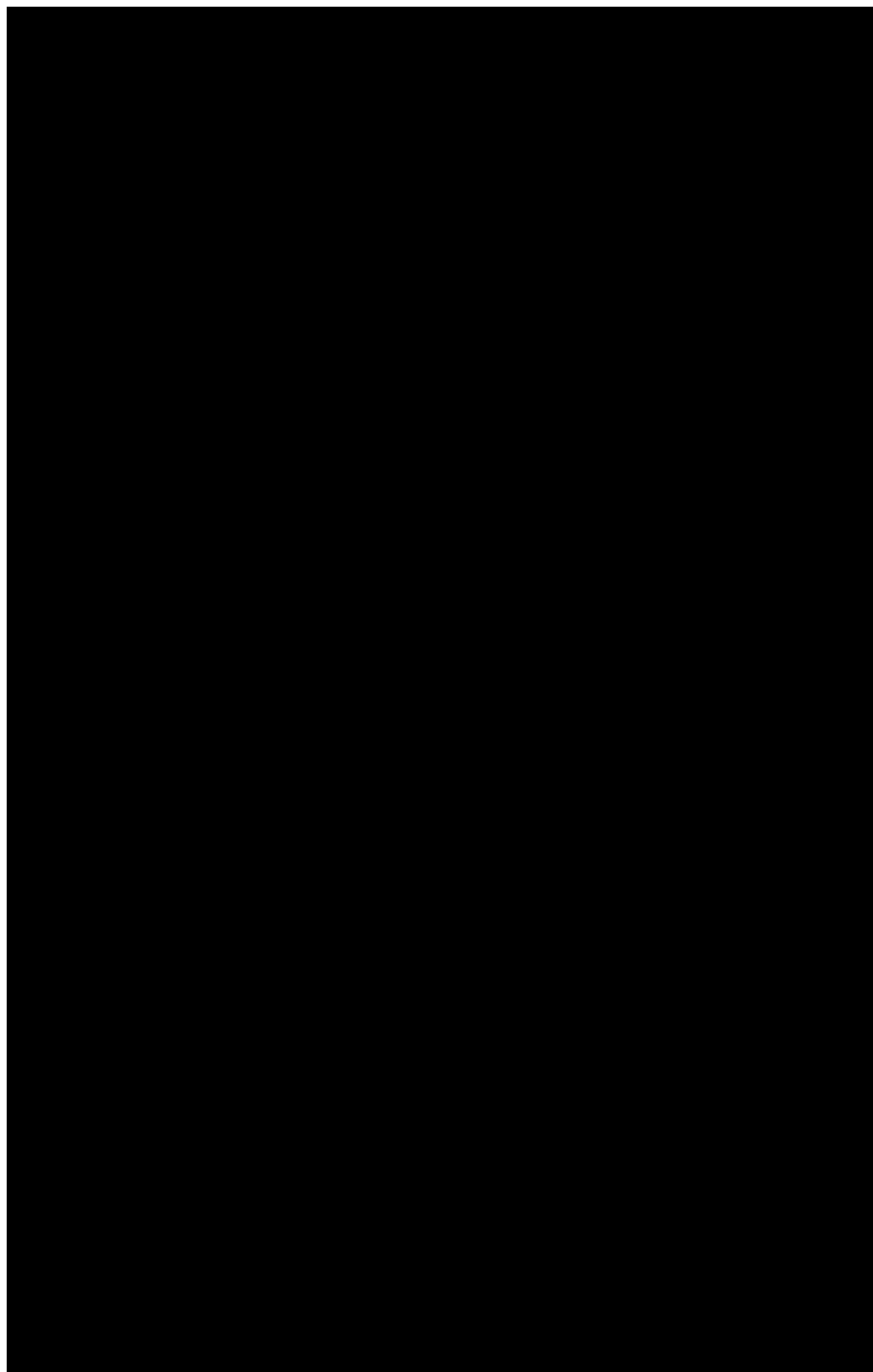


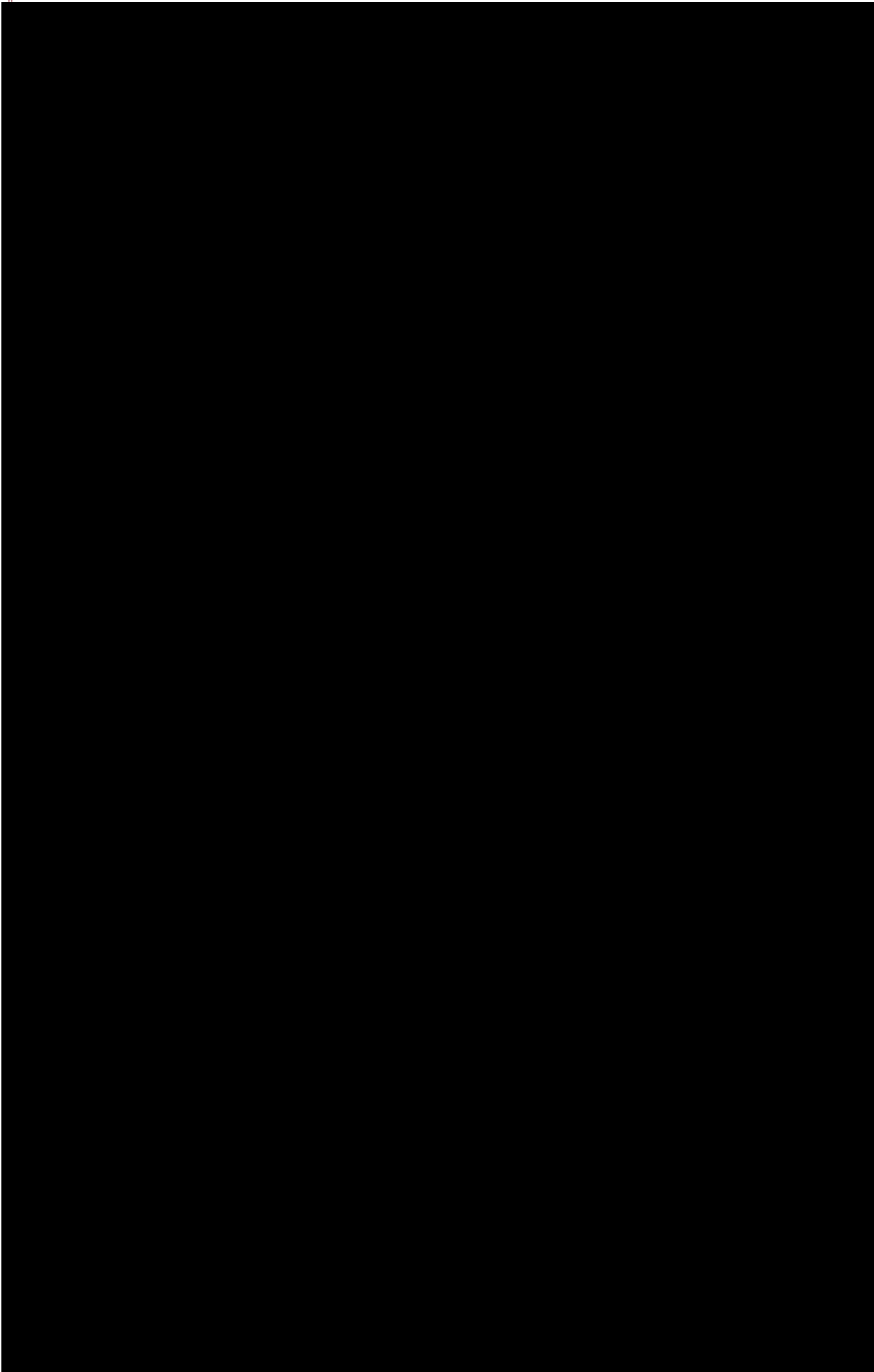


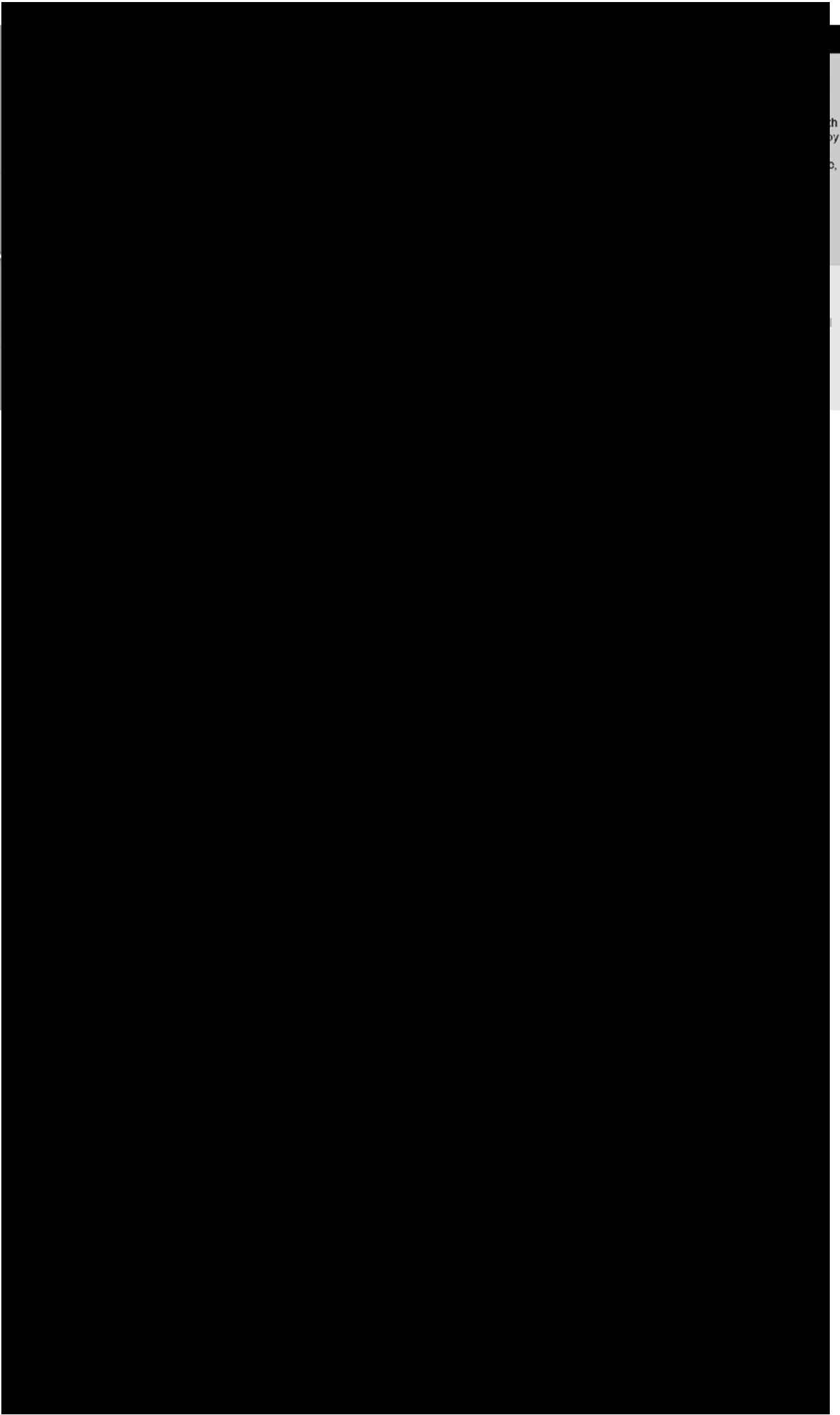




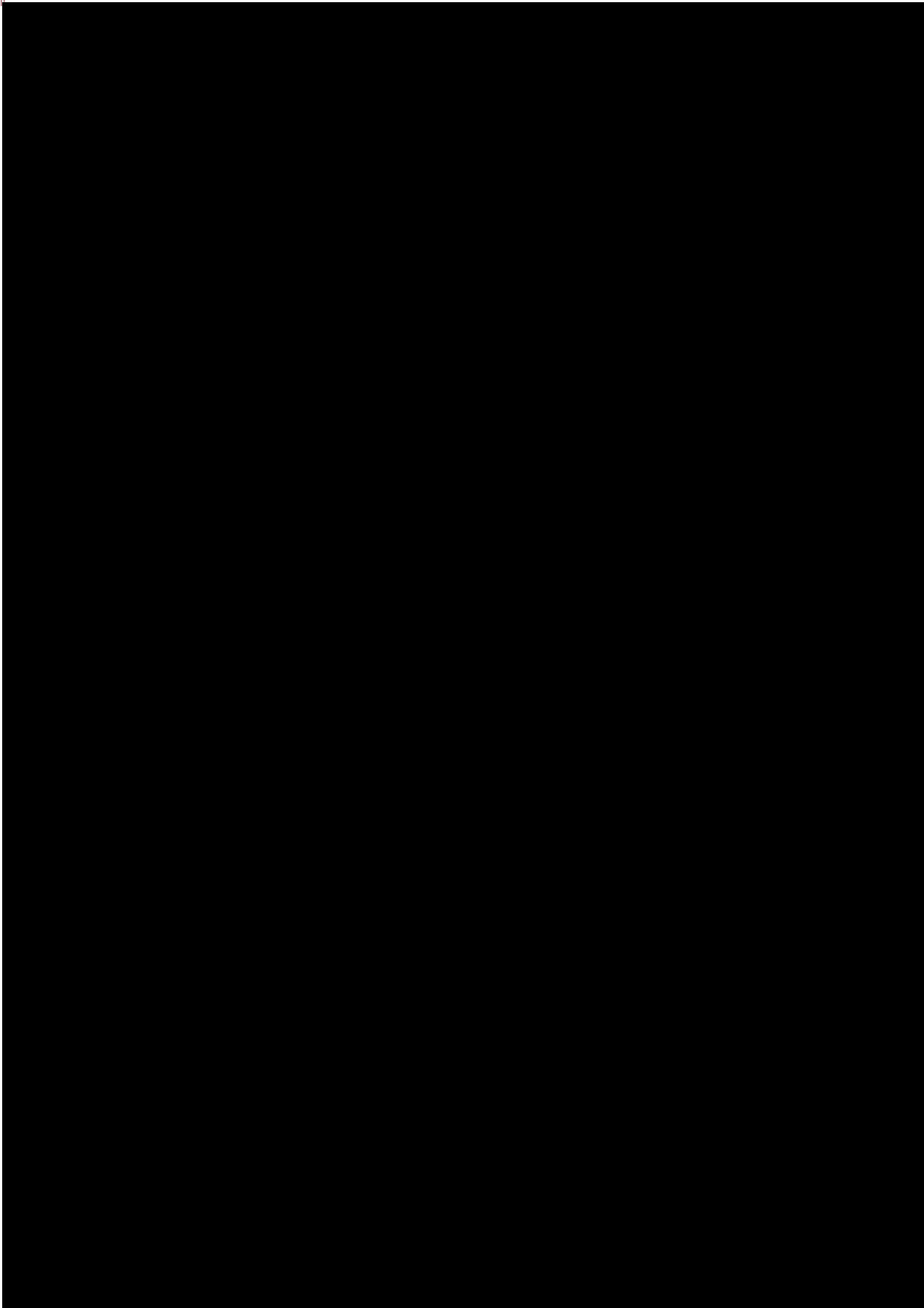


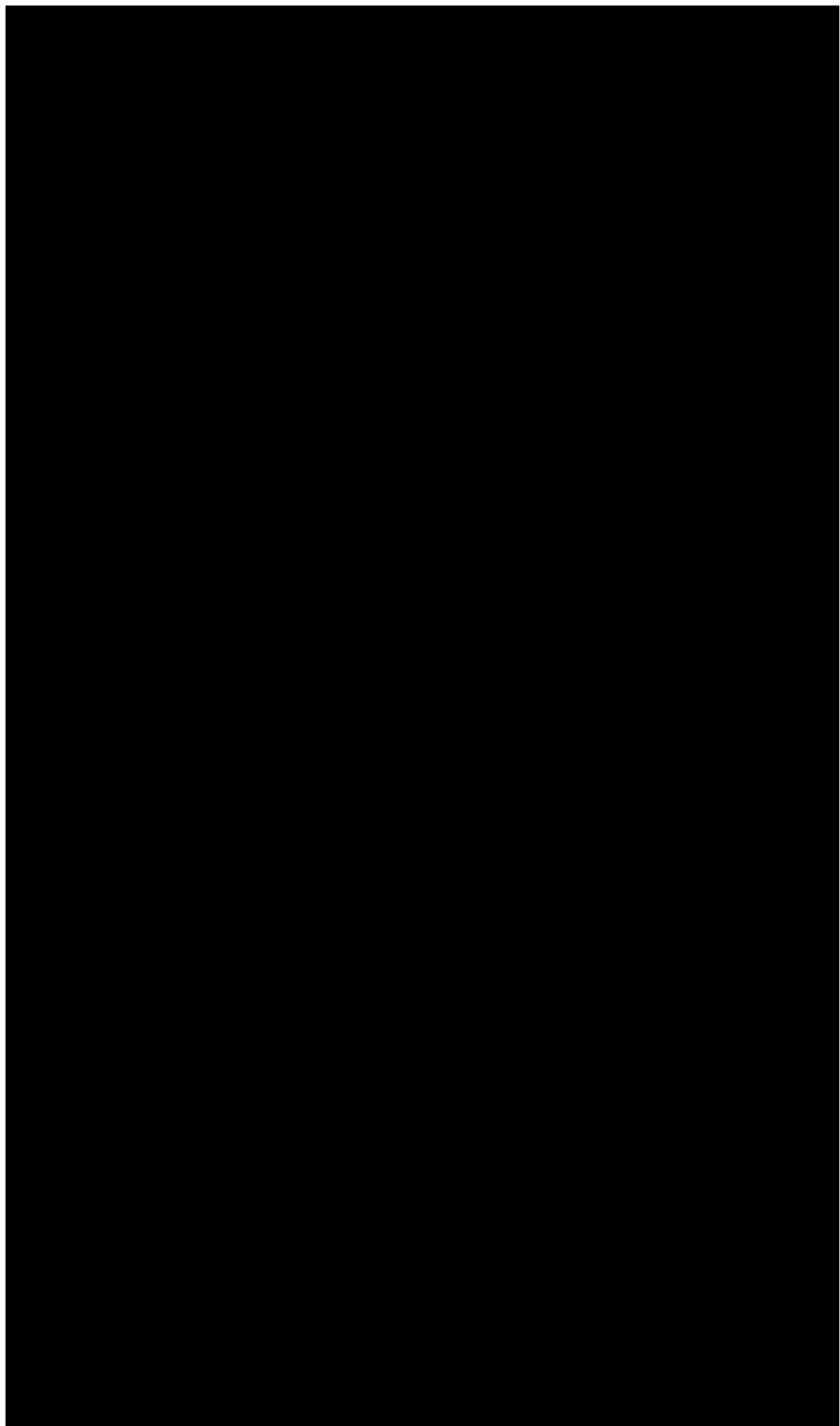


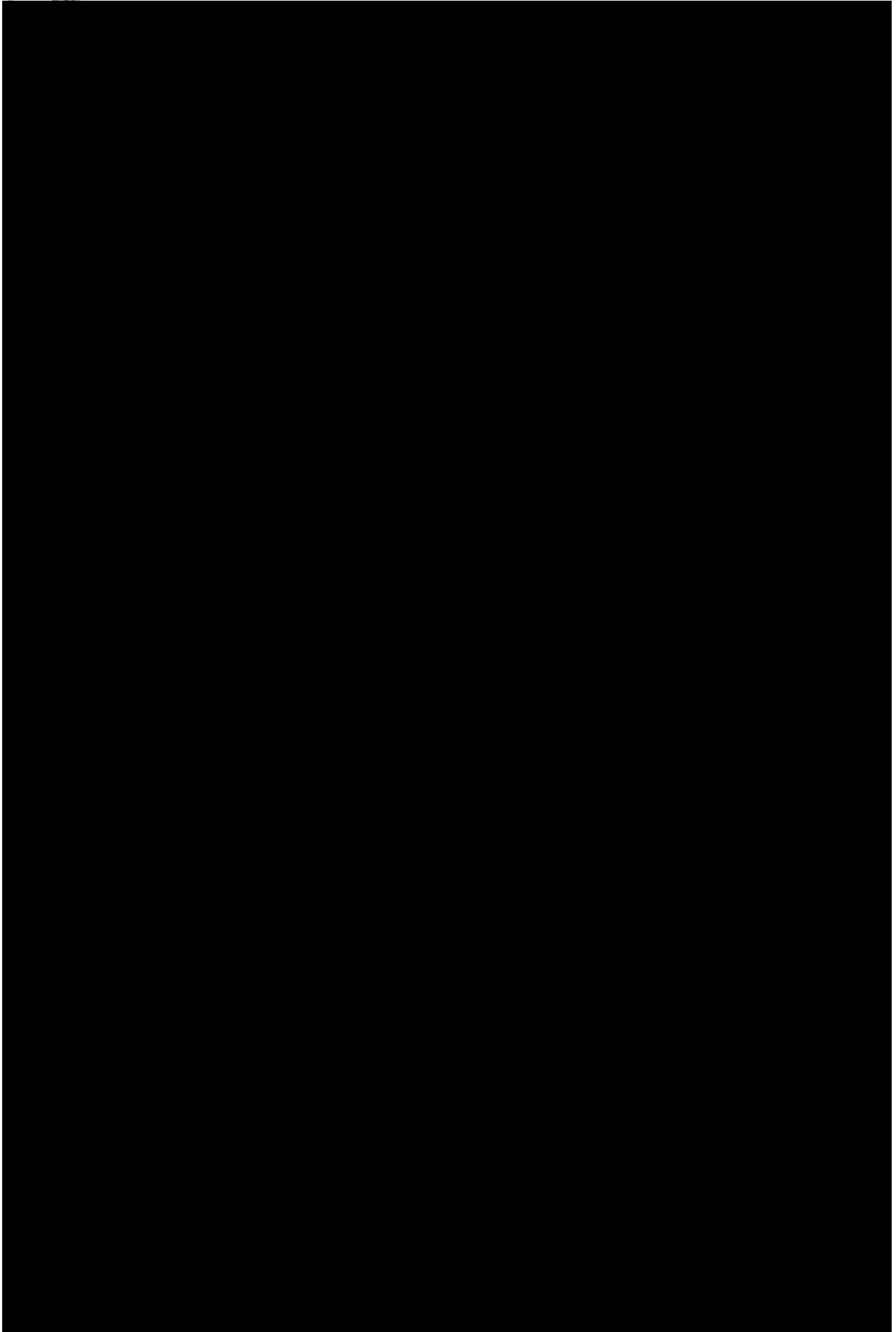


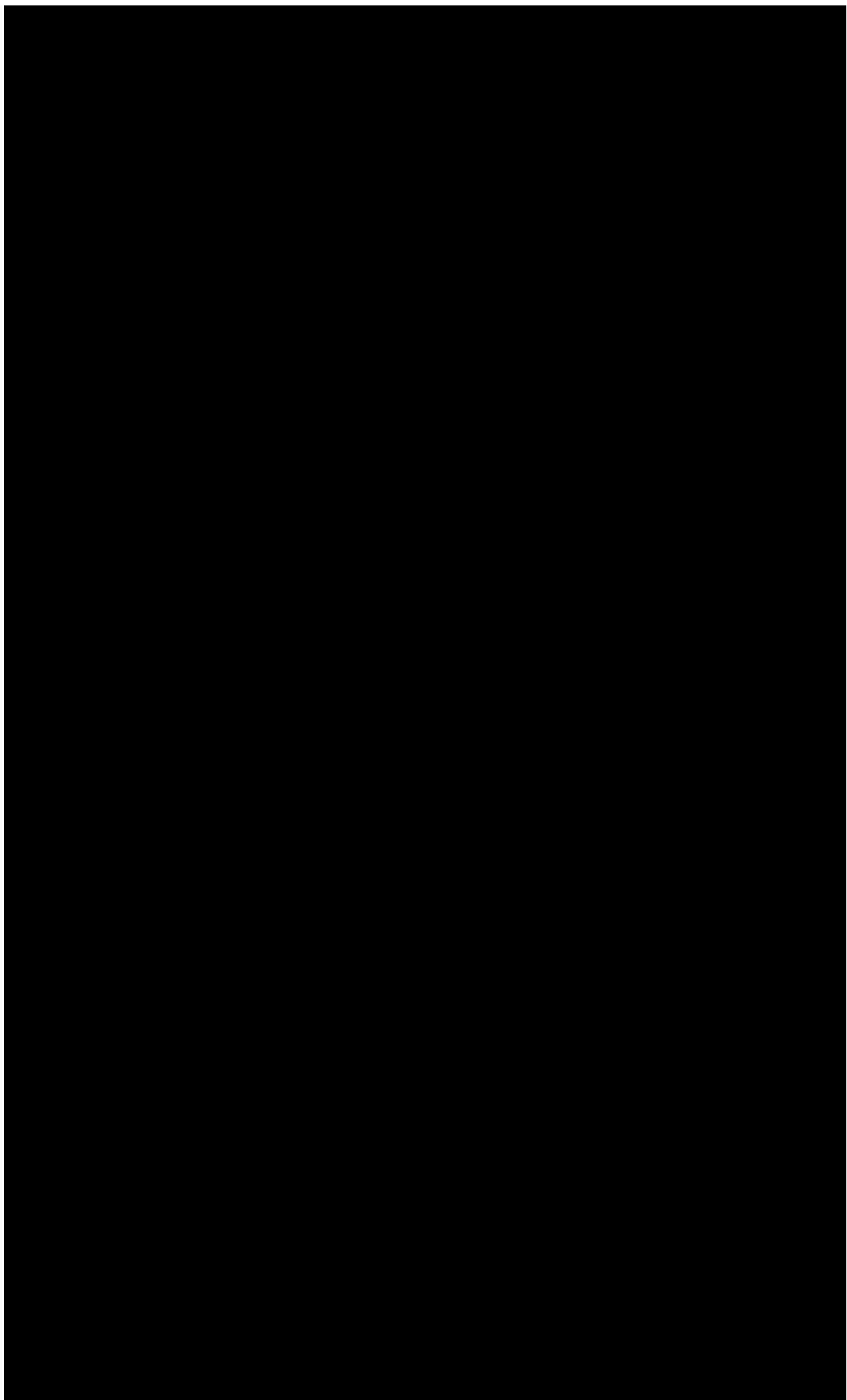


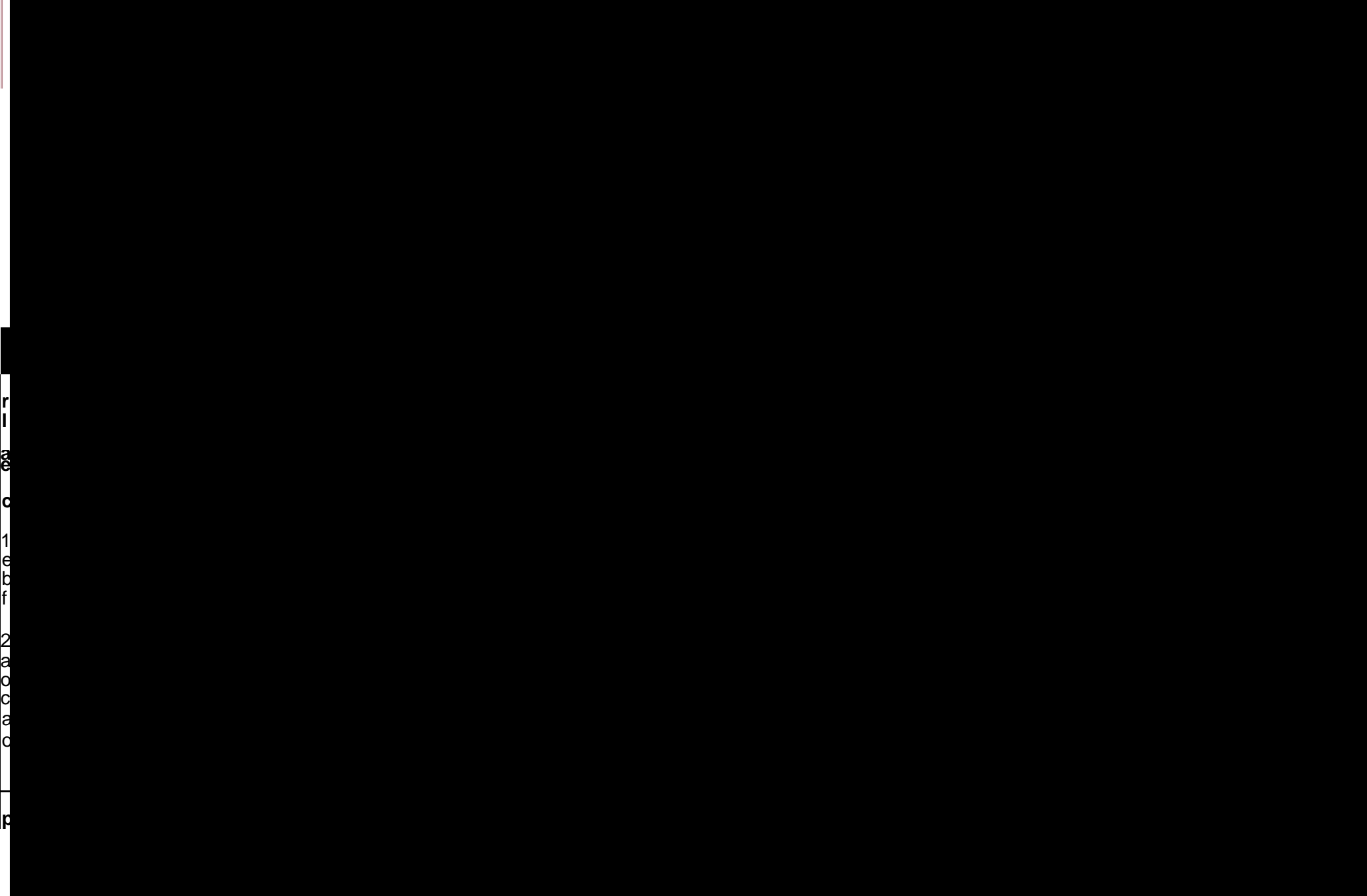
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The first of these is the fact that the system is not a simple one. It is a complex system, and as such, it is not possible to understand it by looking at its parts in isolation. The system is a whole, and its behavior is determined by the interactions between its parts. This is a fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The second of these is the fact that the system is not static. It is a dynamic system, and its behavior changes over time. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The third of these is the fact that the system is not linear. It is a non-linear system, and its behavior is not predictable by simple linear models. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The fourth of these is the fact that the system is not deterministic. It is a stochastic system, and its behavior is influenced by random events. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The fifth of these is the fact that the system is not isolated. It is an open system, and it interacts with its environment. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The sixth of these is the fact that the system is not homogeneous. It is a heterogeneous system, and its behavior is determined by the interactions between its different parts. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The seventh of these is the fact that the system is not self-sufficient. It is a dependent system, and it relies on its environment for its survival. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The eighth of these is the fact that the system is not self-organizing. It is a disorganized system, and its behavior is determined by the interactions between its parts. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

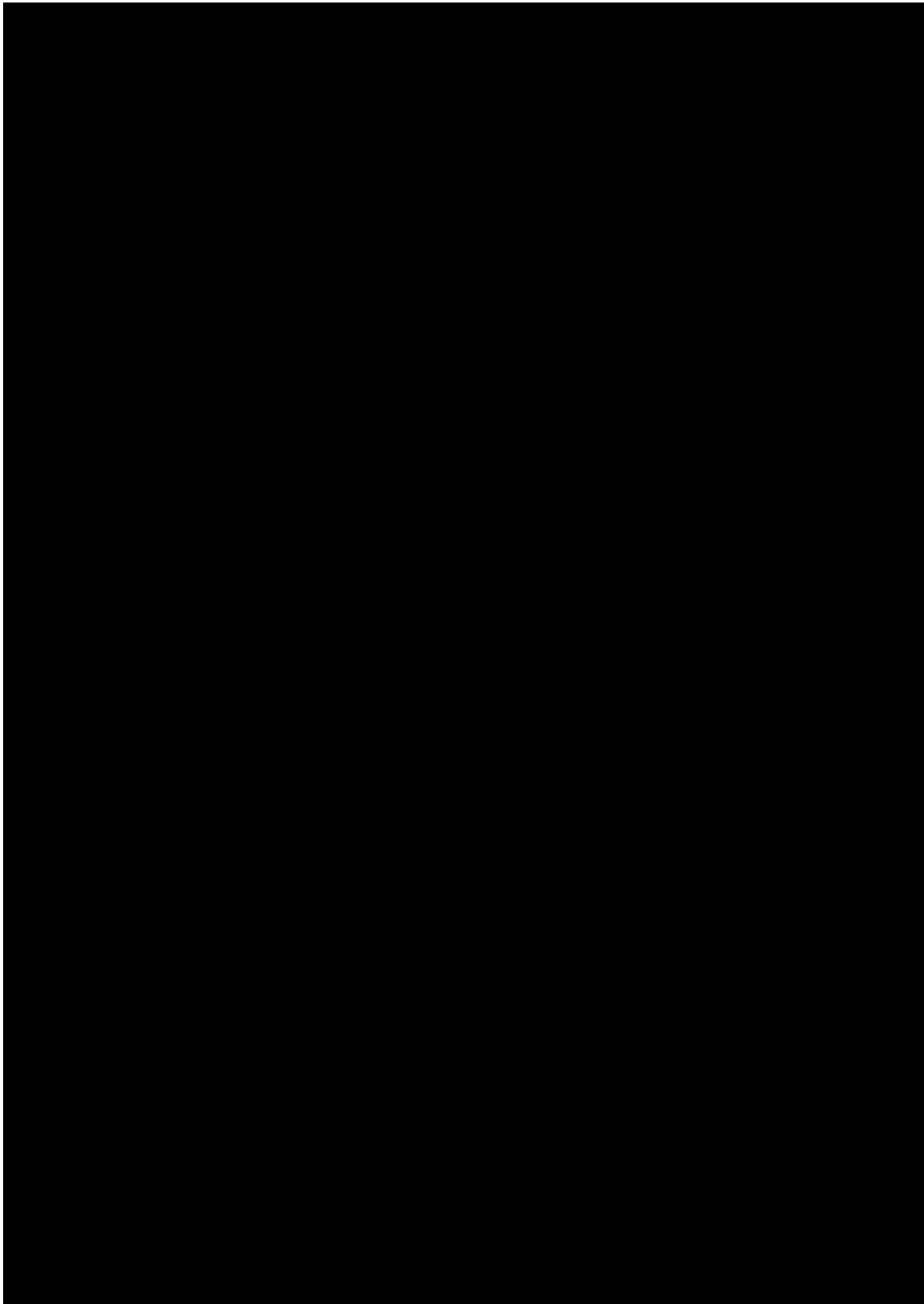
The ninth of these is the fact that the system is not self-replicating. It is a non-replicating system, and its behavior is determined by the interactions between its parts. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The tenth of these is the fact that the system is not self-destructive. It is a non-destructive system, and its behavior is determined by the interactions between its parts. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

D [REDACTED]

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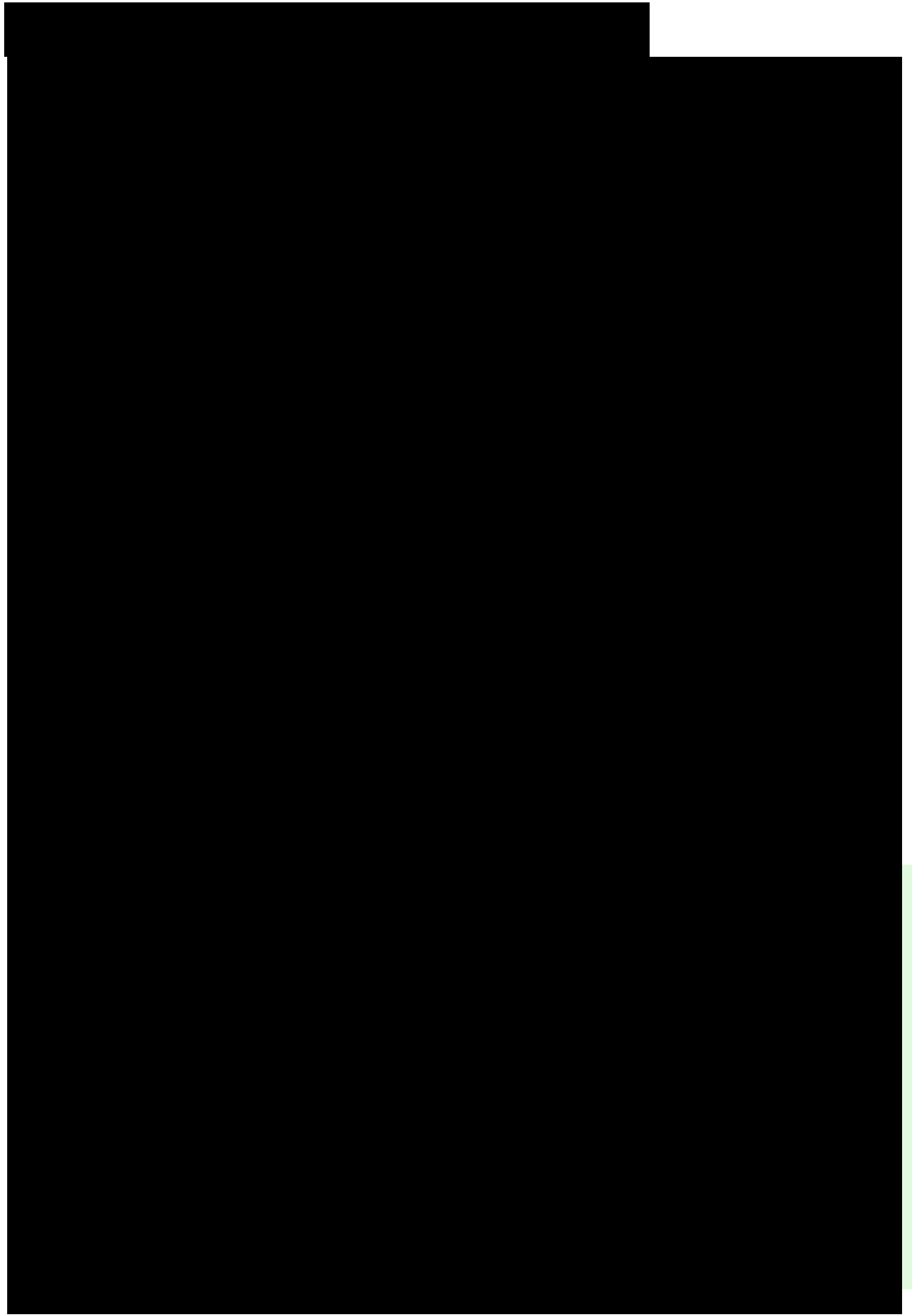




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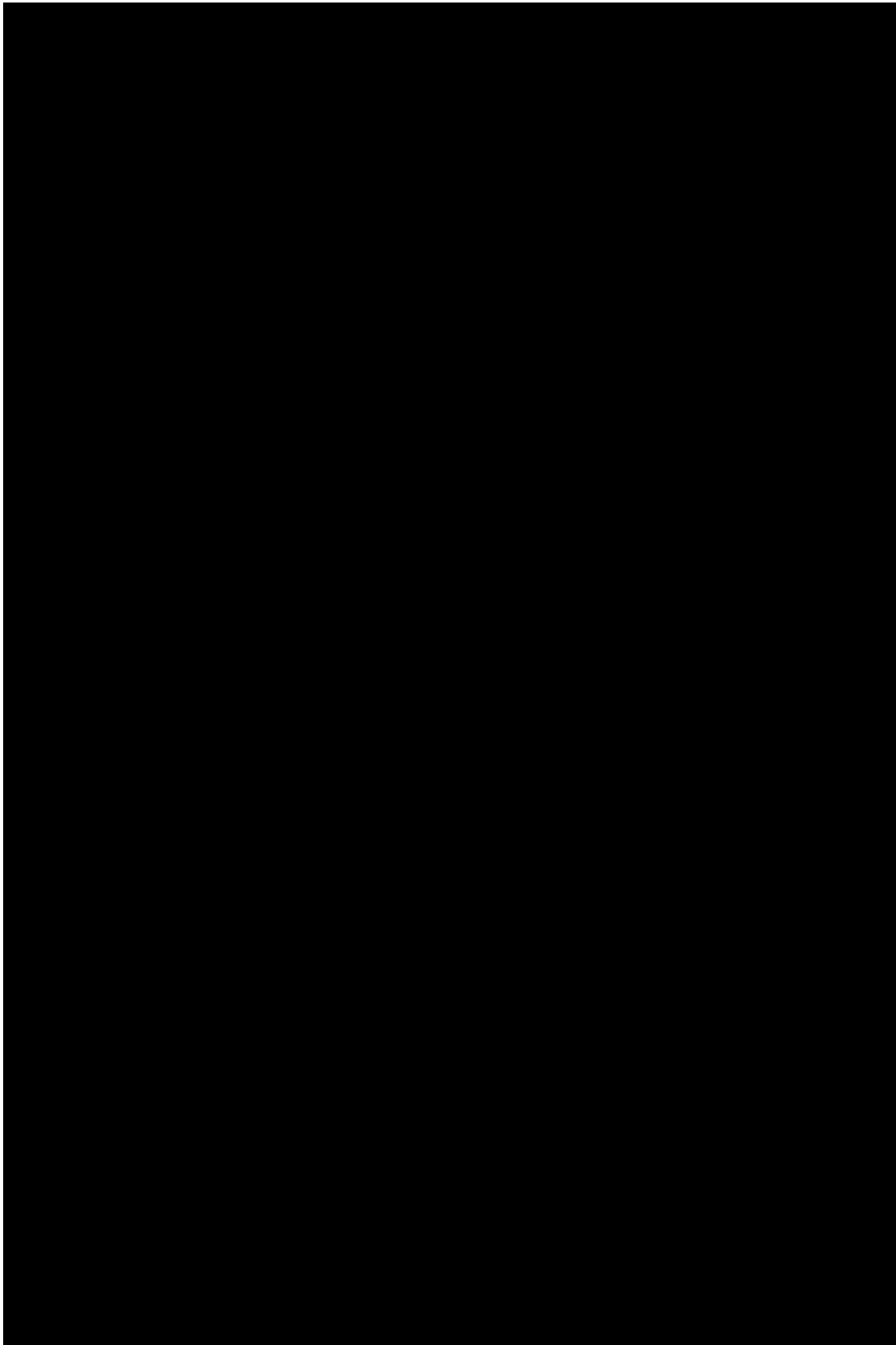
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the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a major factor in the overall growth of the economy.

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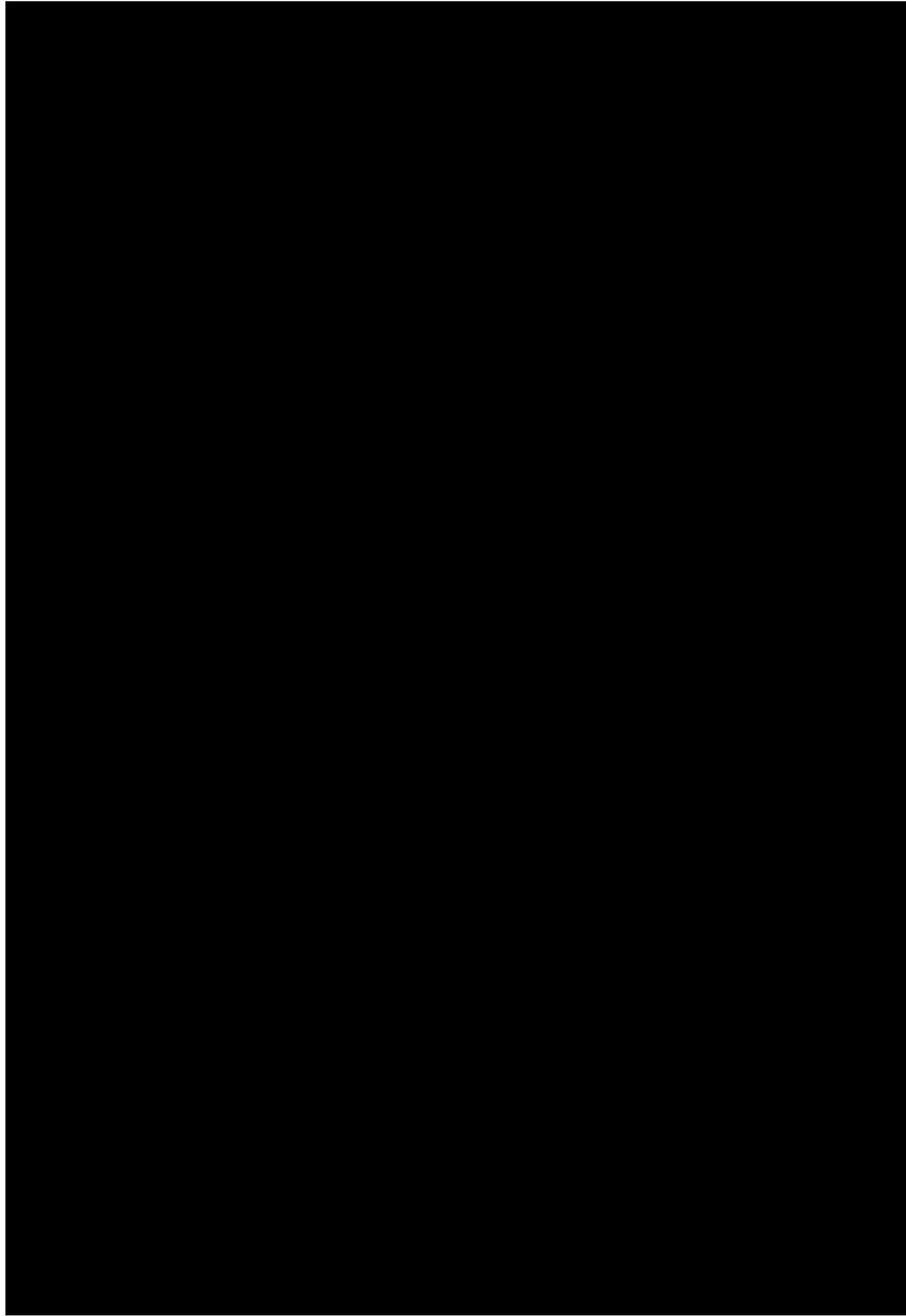
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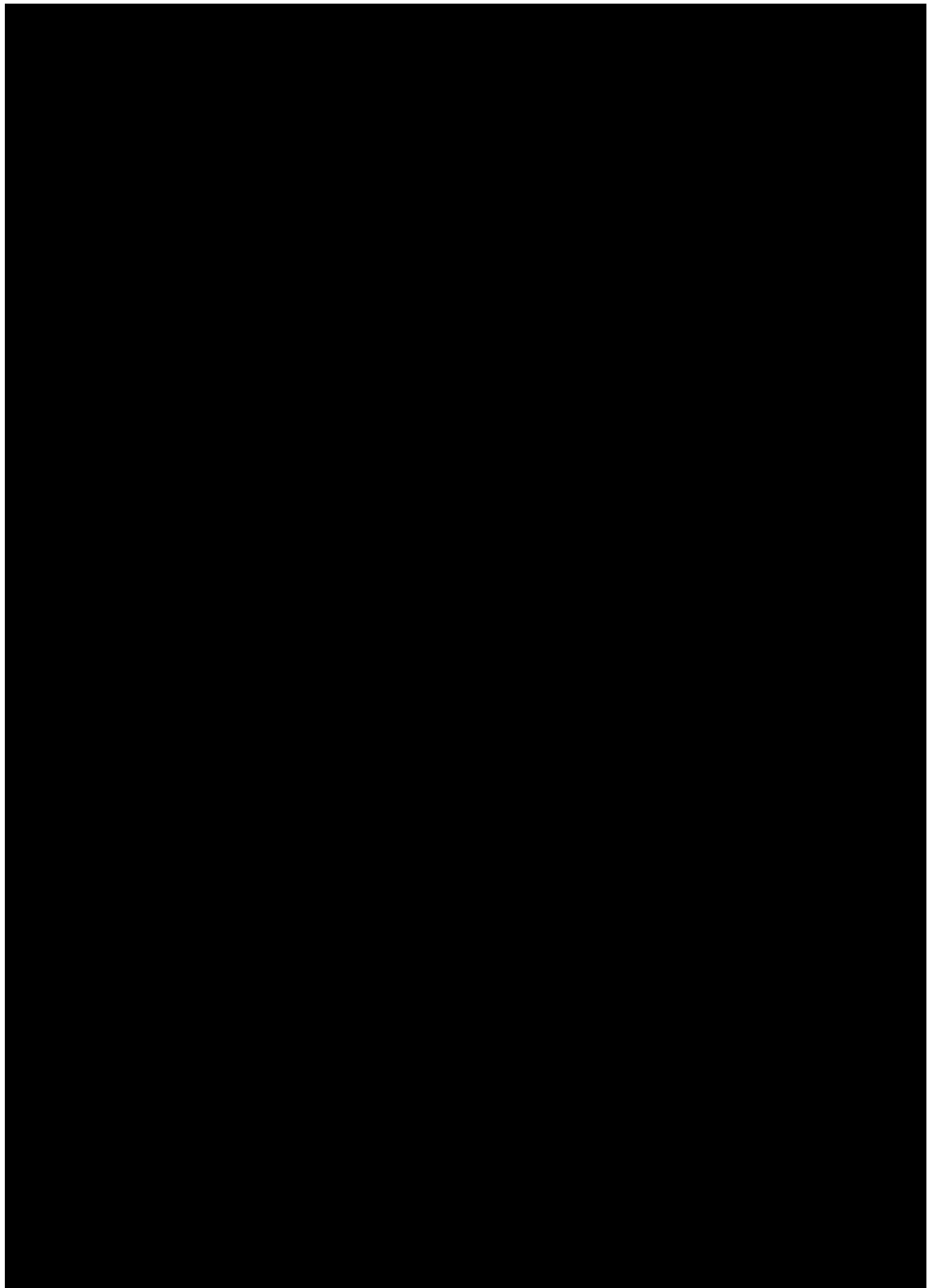
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DPS Schedule 6 (Letter of Appointment and Order Schedules)

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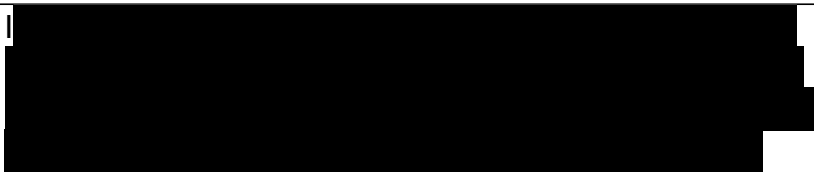
Annex B**Statement of Work-**

This Statement of Work is issued under and in accordance with the Order Contract entered into between the parties dated 02/03/23.

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

1.1 Where a Statement of Work would result in:

- a variation of the Services procured under this Order Contract.
- an increase in the Charges agreed under this Order Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Order Contract, the relevant term(s) will be dealt with as a proposed Variation to this Order Contract in accordance with the Variation procedure set out in Clause 24.

Project:	Set out a short description of the Project.
Project start Date Notice period for cancellation. [Project Notice Period]:	Set out the start date for this Project and its duration and the likely end date if known— state whether for a fixed term or an initial term and then rolling subject to notice. Where the parties are agreeing a Project Notice Period for cancellation of Project, specify the notice period.
Overarching Brand/Campaign	
Goods or Services	Set out a description of the Goods or Services to be supplied by the Agency for this Project. State any specific activities agreed in the pitch that are to be delivered as part of this campaign. State if you require any specific requirements and ways of working such as third-party consents, licences, clearances that Agency needs to obtain and products or purchases.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	State that Client's use of the Goods or Services will be "subject to any third-party usage rights which are notified to the Client in accordance with this Order Contract ".
Project Plan:	Set out the timing of each phase of the project, any key dates and/ or delivery of the Services and/or the Deliverables (if known)
Contract Charges:	<p>Set out the calculation of the Contract Charges [(including rules for the recovery of expenses where applicable)] payable to Agency for this Project e.g., details of any fixed price, time and materials in which case Agency's Rate Card should be attached, together with invoice dates or milestones that trigger payment.</p> <p>Set out any payment terms specific to the Project.</p> <p>Examples of different wording for Contract Charges:</p> <p style="padding-left: 40px;">The Client shall pay the Agency the sum of £[...] for delivery of these Services, payable in monthly instalments. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">The Contract Charges shall be calculated using the hourly charge out rates shown in [the Tender], [provided that the total Contract Charges shall not exceed £ [...].] For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.</p>
Client Assets:	Set out details of the materials or information to be provided to the Agency.
International locations:	If Services are to be supplied outside the UK, specify additional territories here
Client Affiliates:	If relevant, set out any Client Affiliates which will be using Goods or Services
Special Terms:	Set out any special terms that are intended to take precedence over the Order Terms and/or the Schedules to the Order Terms such as, security requirements, warranties,

DPS Schedule 6 (Letter of Appointment and Order Schedules)
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	specific insurance requirements, any specific data reporting requirements etc.
Key Individuals:	Set out details of the key personnel from the Agency for this Project if relevant.
Authorised Agency Approver:	Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.
Authorised Client Approver:	Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project.

Signed by
by (print name)
As Agency Authorised Approver for and on behalf of
Unlimited Group
Date.....

Signed by
by (print name) As
Client Authorised Approver for and on behalf of
UKEF
Date.....

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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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 where the Client is a Central Government Body it shall be treated as contracting with the Crown as a whole.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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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.

1.3.14 unless otherwise provided, references to "**Buyer**" or "**Client**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Order Contract**" and "**Contract**" shall be construed as including Exempt Order Contracts.

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 and " Achieved ", " Achieving " and " Achievement " shall be construed; accordingly,
"Additional Insurances"	insurance requirements relating to an Order 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;
"Advertising Regulations"	a present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice, or the Advertising Standards Authority (including any applicable modification, extension or replacement thereof), together with other UK laws, statutes and regulations which are directly applicable to the Goods or Services;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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"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;
"Agency"	the person, firm or company identified in the DPS Appointment Form;
"Agency Assets"	all assets and rights used by the Agency to provide the Goods or Services in accordance with the Order Contract but excluding the Client Assets;
"Agency Authorised Representative"	the representative appointed by the Agency named in the DPS Appointment Form, or later defined in an Order Contract;
"Agency's Confidential Information"	<p>a) any information, however, it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency.</p> <p>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 Agency's attention or into the Agency's possession in connection with a Contract. Information derived from any of (a) and (b) above;</p>
"Agency's Contract Manager"	the person identified in the Order Form appointed by the Agency to oversee the operation of the Order Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Client prior to the appointment;
"Agency Equipment"	The Agency's hardware, computer and telecoms devices, equipment, plant, materials, and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Order Contract;
"Agency Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"Agency Non-Performance"	<p>where the Agency has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date.</p> <p>b) provide the Service and/or Goods in accordance with the Service Levels; and/or comply with an obligation under a Contract;</p>
"Agency 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 an Order Contract for the relevant period;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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"Agency Profit Margin"	in relation to a period or a Milestone (as the context requires), the Agency 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;
"Agency Staff"	all directors, officers, employees, agents, consultants, and contractors of the Agency and/or of any Subcontractor engaged in the performance of the Agency's obligations under a Contract;
"Approval"	the prior written consent of the Client and "Approve" and "Approved" shall be construed; accordingly,
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Client under an Order Contract (including proposed or actual variations to them in accordance with the Contract). b) verify the costs of the Agency (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 Client's and each Subcontractor's compliance with the Contract and 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 Agency of the purpose or objective of its investigations. f) identify or investigate any circumstances which may impact upon the financial stability of the Agency, any Guarantor, and/or any Subcontractors or their ability to provide the Goods or Services. 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 Agency in connection with each Contract including job or activity level accounts and reconciliations of estimated to actual Charges and costs (including the costs of all Subcontractors, any third-party suppliers, any group or associated companies and any travel and subsistence costs recharged by the Agency).

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	<ul style="list-style-type: none"> 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. k) monitor the performance of a Statement of Work against its objectives; or l) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors. b) the Relevant Authority'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 or GCS. e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authorised Client Approver"	any personnel of the Client who have the authority to contractually bind the Buyer in all matters relating to an Order Contract. They must be named in the applicable Statement of Work, and the Agency must be notified if they change;
"Authorised Agency Approver"	any personnel of the Agency who have the authority to contractually bind the Agency in all matters relating to an Order Contract. They must be named in the applicable Statement of Work, and the Buyer must be notified if they change;
"Authority"	CCS and each Client;
"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 Agency;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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"Branding Guidance"	the agency marketing toolkit which includes logos and guidance provided by CCS to the Agency;
"Brief"	a statement issued by the Client detailing its requirements in respect of Goods or Services issued in accordance with the Order Procedure and included as Order Schedule 20 (Order Specification);
"Buyer"	means the Client;
"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 DPS Contract initially identified in the DPS Appointment 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; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Goods or Services 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 Agency by the Client under the Order Contract, as set out in the Order Form, for the full and proper performance by the Agency of its obligations under the Order Contract less any Deductions and the GCS Management Charge;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Client"	the relevant public sector purchaser identified as such in the Order Form;
"Client Assets"	the Client's infrastructure, data, software, materials, assets, equipment, or other property owned by and/or licensed or leased to the Client and which is or may be used in connection

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	with the provision of the Goods or Services which remain the property of the Client throughout the term of the Contract;
"Client Authorised Representative"	the representative appointed by the Client from time to time in relation to the Order Contract initially identified in the Order Form;
"Client Premises"	premises owned, controlled, or occupied by the Client which are made available for use by the Agency or its Subcontractors for the provision of the Goods or Services (or any of them);
"Commercially Sensitive Information"	the Confidential Information listed in the DPS Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Agency, its IPR or its business or which the Agency has indicated to the Authority that, if disclosed by the Authority, would cause the Agency significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Goods or Services to another Client of the Agency that are the same or similar to the Goods or Services;
"Compliance Officer"	the person(s) appointed by the Agency who is responsible for ensuring that the Agency complies with its legal obligations;
"Confidential Information"	means any information, however and whenever it is conveyed, that relates to the business, affairs, developments, trade secrets, Briefs, Know-How, personnel and suppliers of CCS, the Client or the Agency, 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 Agency or the Agency Staff and the duties owed to CCS or any Client under a Contract, in the reasonable opinion of the Client or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contract Period"	the term of either a DPS Contract or Order 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 Agency;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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"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 UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Agencies must interact with CCS and Clients under DPS Contracts and Order Contracts;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Agency in providing the Goods or Services:</p> <ul style="list-style-type: none"> a) the cost to the Agency or the Key Subcontractor (as the context requires), calculated per Workday, of engaging the Agency Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Agency Staff. ii) employer's National Insurance contributions. iii) pension contributions. iv) car allowances. v) any other contractual employment benefits. vi) staff training. vii) workplace accommodation. <p>workplace IT equipment and tools reasonably necessary to provide the Goods or Services (but not including items included within limb (b) below); and</p> <p>reasonable recruitment costs, as agreed with the Client.</p> b) costs incurred in respect of Agency 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 Agency Assets by the Agency to the Client or (to the extent that risk and title in any Agency Asset is not held by the Agency) any cost actually incurred by the Agency in respect of those Agency Assets. 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 Agency in the provision of the Goods or Services; and d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Goods or Services.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	<p>but excluding:</p> <ul style="list-style-type: none"> i) Overhead. ii) financing or similar costs. e) maintenance and support costs to the extent that these relate to maintenance and/or support Goods or Services provided beyond the Order Contract Period whether in relation to Agency Assets or otherwise. f) taxation. g) fines and penalties. h) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and i) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	The UK GDPR, 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 Data Protection Liability Cap shall be one million pounds (£1,000,000.00)
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK 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 Delay Payments (if applicable), or any other deduction which the Client is paid or is payable to the Client under an Order Contract;
"Default"	any breach of the obligations of the Agency (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Agency, of its Subcontractors or any Agency Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Agency is liable to the Relevant Authority;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Agency to the Client in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Goods or Services"	Service and/or Goods that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Goods or Services or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Client by the either (a) confirmation in writing to the Agency; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used issue by the Client 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 Agency to the Client under a Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Client to develop, configure, build, deploy, run, maintain, upgrade, and test the individual systems that provide the Goods or Services b) is required by the Agency in order to provide the Goods or Services; and/or c) has been or shall be generated for the purpose of providing the Goods or Services;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	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;
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Agency and CCS;
"DPS Contract"	the DPS agreement established between CCS and the Agency in accordance with Regulation 33 by the DPS Appointment Form for the provision of the Goods or Services to Clients by the Agency pursuant to the FTS Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date of the DPS Contract;
"DPS Expiry Date"	the scheduled date of the end of the DPS Contract as stated in the DPS Award Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Award Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Contract Period may be extended as specified in the DPS Appointment Form;
"DPS Price(s)"	the price(s) applicable to the provision of the Goods or Services set out in DPS Schedule 3 (DPS Prices);
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"DPS Suppliers"	all suppliers able to bid for work following the conclusion of the procurement under the FTS Notice;
"DPS Tender Response"	the tender submitted by the Agency to CCS and annexed to or referred to in DPS Schedule 2 (DPS Tender);
"Due Diligence Information"	any information supplied to the Agency 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

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	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 is terminated before the date specified in (a) above, the date of termination of the Contract;
"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 Client;
"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 Client 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: i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Order Contract Year; or iii) after the end of the Order Contract, the Charges paid or payable in the last Contract Year during the Order Contract Period;
"Exempt Buyer"	a public sector purchaser that is: eligible to use the DPS Contract; and a) is entering into an Exempt Order Contract that is not subject to (as applicable) any of:

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| | <ul style="list-style-type: none">i) the Regulations.ii) the Concession Contracts Regulations 2016 (SI 2016/273).iii) the Utilities Contracts Regulations 2016 (SI 2016/274).iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848).v) the Remedies Directive (2007/66/EC). |
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DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	<p>vi) Directive 2014/23/EU of the European Parliament and Council.</p> <p>vii) Directive 2014/24/EU of the European Parliament and Council.</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
"Exempt Order Contract"	the contract between the Exempt Buyer and the Agency for Services which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining, or adding to the terms of the DPS Contract;
"Exempt Procurement Amendments"	any amendments, refinements, or additions to any of the terms of the DPS Contract made through the Exempt Order Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
"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 DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	The number of Categories specified in DPS Schedule 1 (Specification), if applicable;
"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"	<p>any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings, or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect, or failure to take reasonable preventative action by that Party, including:</p> <p>a) riots, civil commotion, war, or armed conflict.</p>

RM6124 – Communications Marketplace DPS
Project Version: v1.0

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	<p>b) acts of terrorism.</p> <p>c) acts of government, local government, or regulatory bodies.</p> <p>) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Agency, the Agency Staff or any other failure in the Agency or the Subcontractor's supply chain;</p>
"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;
"Further Competition Procedure"	the further competition procedure described in DPS Schedule 7 (Order Award Procedure);
"GCS"	the professional body for public service communicators working in government departments, agencies, and arm's length bodies;
"GCS Management Charge"	the sum specified in the DPS Appointment Form payable by Central Government Bodies to the Agency on behalf of CCS;
"General Anti-Abuse Rule"	<p>a) the legislation in Part 5 of the Finance Act 2013 and and</p> <p>a) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"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 Agency) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Agency as specified in DPS Schedule 1 (Specification) and in relation to an Order 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
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RM6124 – Communications Marketplace DPS

Project Version: v1.0

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	<p>media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Agency by or on behalf of the Authority; or ii) the Agency 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 Client's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Agency), 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 Goods or Services and the Agency'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 DPS 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 Goods or Services set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Agency and the Client;
"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,

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS 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 DPS Appointment 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>(i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(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, an LLP, or a partnership:</p> <p>(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</p>

RM6124 – Communications Marketplace DPS
Project Version: v1.0

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	<p>order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation 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 an 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>
"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, trademarks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information.</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Agency shall invoice the Client 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 Goods or Services or otherwise provided and/or licensed by the Agency (or to which the Agency has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	<p>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;</p>

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Agency 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;
"Key Performance Indicators" or "KPIs"	the performance measurements and targets in respect of the Agency's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"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 Goods or Services in their entirety; and/or b) which, in the opinion of CCS or the Client performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods or Services; 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 Order Contract, <p>and the Agency shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the 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 Goods or Services but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, 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;
"Letter of Appointment Template"	the template in DPS Schedule 6 (Letter of Appointment Template and Order Schedules);
"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,

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

"Management Charge"	the sum specified on the Platform payable by the Agency to CCS in accordance with DPS Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in DPS 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 DPS Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to DPS Schedule 5 (Management Charges and Information) setting out the information the Agency is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted; accordingly,
"Moral Rights"	all rights described in Part I, Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights of authors anywhere in the world;
"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 Agency (or by a third party on behalf of the Agency) 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 Agency's obligations under a Contract and all updates and amendments to the same. <p>but shall not include the Agency's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	where:

	<p>DPS Schedule 6 (Letter of Appointment and Order Schedules) Crown Copyright 2021</p> <p>a) any Tax return of the Agency 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:</p> <p>i) a Relevant Tax Authority successfully challenging the Agency 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.</p> <p>ii) the failure of an avoidance scheme which the Agency 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</p> <p>b) any Tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or</p>
"Open Book Data"	<p>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> <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 Order Contract, including details and all assumptions relating to:</p> <p>a) the Agency'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 Goods or Services.</p> <p>b) operating expenditure relating to the provision of the Goods or Services including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Goods or Services.</p> <p>ii) staff costs broken down into the number and grade/role of all Agency Staff (free of any contingency) together with a list of actual hours worked from the time recording system and agreed rates against each grade.</p> <p>iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Agency Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form.</p> <p>c) Overheads.</p> <p>d) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Goods or Services.</p> <p>e) the Agency Profit achieved over the DPS Contract Period and on an annual basis.</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 Agency.

RM6124 – Communications Marketplace
DPS Project Version: v1.0

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

	<p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Goods or Services, 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 Goods or Services placed by a Client with the Agency under a Contract;
"Order Contract"	the contract between the Client and the Agency (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form including any subsequently agreed Statements of Work;
"Order Contract Period"	the Contract Period in respect of the Order Contract;
"Order Expiry Date"	the scheduled date of the end of a Order Contract as stated in the Order Form;
"Order Form"	a completed Letter of Appointment Template (or equivalent information issued by the Client) used to create a Order Contract;
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended as specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Award Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Other Contracting Authority"	any actual or potential Client under the DPS Contract;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

"Overhead"	those amounts which are intended to recover a proportion of the Agency'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 Agency 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 DPS Contract, CCS, or the Agency, and in the context of an Order Contract the Client or the Agency. "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants, and suppliers of a Party and/or of any Subcontractor and/or Subprocess or engaged in the performance of its obligations under a Contract;
"Platform"	The online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available 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 Client Authorised Representative and the Agency Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Agency shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Agency indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Agency shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a client or any other public body a financial or other advantage to:</p> <p>i) induce that person to perform improperly a relevant function or activity; or</p> <p>ii) reward that person for improper performance of a relevant function or activity.</p> <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> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <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>
"Proposal"	the tender submitted by the Agency in response to the Client's Brief following a Further Competition Procedure and set out at Order Schedule 4 (Order Proposal);
"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 DPS Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract.
"Recall"	a request by the Agency to return Goods to the Agency 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 Agency's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	<ul style="list-style-type: none"> 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 Agency 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 Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Client's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Agency 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 Agency Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR). b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to 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 information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption, and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Agency is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Agency to the Client providing notification that payment has not been received on time;
"Replacement Agency"	any third-party provider of Replacement Goods or Services appointed by or at the direction of the Client from time to time or where the Client is providing Replacement Goods or Services for its own account, shall also include the Client;
"Replacement Goods or Services"	any deliverables which are substantially similar to any of the Goods or Services and which the Client receives in substitution for any of the Goods or Services following the Order Expiry Date, whether those goods are provided by the Client internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Agency to whom Transferring Agency Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Goods or Services or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Agency has met all of the requirements of an Order, Achieved a Milestone, or a Test;
"Security Management Plan"	the Agency's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Client's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Agency), as updated from time to time, and notified to the Agency;
"Self-Audit Certificate"	means the certificate in the form as set out in DPS 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;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

"Service Levels"	any service levels applicable to the provision of the Goods or Services 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;
"Services"	services made available by the Agency as specified in DPS Schedule 1 (Specification) and in relation to a Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Goods or Services (or any part of the Goods or Services), for whatever reason, from the Agency or any Subcontractor to a Replacement Agency or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Client Premises, the Agency's premises or third-party premises) from, to or at which: a) the Goods or Services are (or are to be) provided; or b) the Agency manages, organises, or otherwise directs the provision or the use of the Goods or Services;
"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 DPS Appointment 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 Client and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Goods or Services is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Agency would reasonably and ordinarily be expected to comply with.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

	<ul style="list-style-type: none"> b) standards detailed in the specification in DPS Schedule 1 (Specification); c) standards detailed by the Client 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 DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Work"	a supplemental Order under an Order Contract to refine the Goods or Services needed to complete the Brief;
"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 an Order Contract or the DPS Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Goods or Services (or any part of them); b) provides facilities or services necessary for the provision of the Goods or Services (or any part of them); and/or c) is responsible for the management, direction, or control of the provision of the Goods or Services (or any part of them);
"Subcontractor"	any person other than the Agency, who is a party to a Sub-Contract and the servants or agents of that person;
"Sub processor"	any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	means the Agency;
"Supplier Assets"	all assets and rights used by the Agency to provide the Goods or Services in accordance with the Order Contract but excluding the Client Assets;
"Supplier Authorised Representative"	the representative appointed by the Agency named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> c) any information, however, it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency. d) 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 Agency's attention or into the Agency's possession in connection with a Contract. e) Information derived from any of (a) and (b) above;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Agency to oversee the operation of the Order Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Buyer prior to the appointment;
"Supplier Equipment"	the Agency's hardware, computer and telecoms devices, equipment, plant, materials, and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Order Contract;
"Supplier Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"Supplier Non-Performance"	where the Agency has failed to: <ul style="list-style-type: none"> c) Achieve a Milestone by its Milestone Date. d) provide the Goods and/or Services in accordance with the Service Levels; and/or e) 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 an Order Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Agency 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;
"Supporting Documentation"	sufficient information in writing to enable the Client to reasonably assess whether the Charges, Reimbursable Expenses, and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
"Tax"	<ul style="list-style-type: none"> 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;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

"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 Goods or Services from their requirements as set out in an Order Contract;
"Test Plan"	a plan: a) for the Testing of the Goods or Services; and b) setting out other agreed criteria related to the achievement of Milestones;
"Territory "	Territory: The United Kingdom, unless specified otherwise in the applicable Statement of Work. Publication and marketing on globally accessible mediums such as the internet shall not mean that the Territory is deemed to be worldwide
"Tests"	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order 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 Agency for the purpose of providing the Goods or Services;
"Transferring Supplier Employees"	those employees of the Agency and/or the Agency'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 – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Goods or Services and performance of the Contracts which the Agency is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

"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 Agency Staff which the Client, 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 Goods or Services;
"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;
"Workday"	8.0 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 Agency Staff properly working on the provision of the Goods or Services including time spent travelling (other than to and from the Agency's offices, or to and from the Sites) but excluding lunch breaks.

DPS Schedule 6 (Letter of Appointment and Order Schedules)
Crown Copyright 2021

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 Change Note ("CCN")

CCN Number	01
Contract Reference Number & Title	[Insert reference number and title]
Variation Title	[Insert variation title]
Number of Pages	2

WHEREAS the Agency [add company name] and the Client, [add relevant department name], entered into a Contract for [insert Contract title], dated [insert date] (the "Original Contract") and now wish to amend the Original Contract.

IT IS AGREED as follows.

1. The Original Contract shall be amended as set out in this Change Control Notice (CCN):

Change Requestor / Originator	State the name of the Requestor	
Summary of Change	Provide details of the Change required	
Reason for Change	Provide reason(s) for the Change required (this should be detailed)	
Revised Contract Price	Original Contract Value	£insert original value
	Previous Contract Changes	£insert any previous change value(s) (if more than one, include all the CCN's values)
	Contract Change Note 00x	£add total value of this change
	New Contract Value	£xx add new total (This total MUST NOT exceed 50% of the original contract value. The CCN will NOT be approved if this threshold is exceeded.)
Revised Payment Schedule	Update as appropriate	
Revised Specification (See Appendix 1 for Details)	Not Applicable – update as appropriate	

Revised Contract Period (if applicable)	Not Applicable – update as appropriate
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RM6124 – Communications Marketplace DPS
Project Version: v1.0

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Change in Contract Representative(s)	Not Applicable – update as appropriate
Other Changes	None – update as appropriate

2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties sign for acceptance of its terms.

Parties:

Agency: Unlimited Group

Signed by:

Title:

Date.

Signature:

Client: UKEF

Signed by:

Title:

Date:

Signature:

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Joint Schedule 3 (Insurance Requirements)

1. THE INSURANCE YOU NEED TO HAVE

1.1 The Agency 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 an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Agency shall ensure that each of the Insurances is effective no later than:

1.1.1 the DPS 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 Order Contract Effective Date in respect of the Additional Insurances.

1.2.1 The Insurances shall be:

1.2.2 maintained in accordance with Good Industry Practice.

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Agency shall ensure that the public and products liability policy contain an indemnity to principal's 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 Goods or Services and for which the Agency is legally liable.

2. HOW TO MANAGE THE INSURANCE

2.1 Without limiting the other provisions of this Contract, the Agency shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Goods or Services 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 Agency is or becomes aware; and

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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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 YOU AREN'T INSURED

3.1 The Agency 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 Agency 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 Agency to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Agency.

4. EVIDENCE OF INSURANCE YOU MUST PROVIDE

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

5 MAKING SURE YOU ARE INSURED TO THE REQUIRED AMOUNT

5.1 The Agency 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 Agency 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 Agency 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.

6.1 The Agency 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 Agency 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,

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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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 Agency shall promptly notify to insurers any matter arising from, or in relation to, the Goods or Services, 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 Goods or Services, the Agency shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Agency 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 Goods or Services 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 Agency 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 Agency shall be liable for such excess or deductible. The Agency shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

The Agency shall hold the following standard insurance cover from the Call-Off Start Date in accordance with this Schedule:

1. Professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [REDACTED]
2. Public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [REDACTED] and
3. Employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) with a minimum limit of indemnity as required by Law.

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Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Agency's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 2.1 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).
- 2.3 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:

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from the Agency

- 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.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 1.3 The Agency acknowledges that the Client may have additional requirements in relation to corporate social responsibility. The Client expects that the Agency and its Subcontractors will comply with such corporate social responsibility requirements as the Client may notify to the Agency from time to time.

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour, and Inhumane Treatment

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

3.1 The Agency:

- 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 Agency Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice.
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking 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 offences 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 offences 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.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 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 Client, and Modern Slavery Helpline.

4. Income Security

4.1 The Agency shall:

- 4.1.1 ensure 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 Agency Staff are 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.
- 4.1.3 ensure that all Workers are 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 Agency Staff; and
- 4.1.6 ensure that Agency Staff are engaged under a recognised employment relationship established through national law and practice.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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5. Working Hours

5.1 The Agency shall:

- 5.1.1 ensure that the working hours of Agency Staff comply with national laws, and any collective agreements.
- 5.1.2 Ensure that the working hours of Agency 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 is used responsibly, taking into account:
 - (a) the extent.
 - (b) frequency; and
 - (c) hours worked.

by individuals and by the Agency 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.
- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents, or emergencies.

5.4 All Agency 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 Agency shall meet the applicable Government Buying Standards applicable to Goods or Services which can be found online at:

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

Joint Schedule 11 (Processing Data)

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Definitions

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

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

Status of the Controller

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

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

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

Where one Party is Controller and the other Party its Processor

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

RM6124 – Communications Marketplace DPS

Project Version: v1.0

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law.
 - (b) ensure that it has in place Protective Measures, including in the case of the Agency the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected.
 - (ii) harm that might result from a Personal Data Breach.
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures.
 - (c) ensure that:
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*)).
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*).
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any sub processor.
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose, or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection, and handling of Personal Data.
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Agency amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

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

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach.
 - (b) implement any measures necessary to restore the security of any compromised Personal Data.
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Agency is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

DPS Schedule 6 (Letter of Appointment and Order Schedules)
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Annex 1 - Processing Personal Data

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

1 [REDACTED]

1 [REDACTED]

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller, and the Agency 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 Relevant Authority is the Controller, and the Agency is the Processor of the following Personal Data:</p> <p>The data which will be processed as part of commissioning the agency work, is personnel name(s) and email address(es).</p>
Duration of the Processing	From Call-of Start date to Call-off Expiry Date including Call-off Extension Period.
Nature and purposes of the Processing	Provision of Marketing Campaign Services.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Type of Personal Data	Name, e-mail address, telephone number
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers),
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	Duration of the Project.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Order Schedule 1 (Transparency Reports)

1.1 The Agency recognises that the Client is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Agency shall comply with the provisions of this Schedule in order to assist the Client with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Agency's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Agency shall submit to the Client for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Client rejects any proposed Transparency Report submitted by the Agency, the Agency shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Client. If the Parties fail to agree on a draft Transparency Report the Client shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

Title	Content	Format	Frequency
Performance	Contract KPI	Excel Document	Quarterly
Order Contract Charges	Charges from statement of works	Word Document	Monthly
Key Subcontractors	Subcontractors Names per statement of works	Word Document	Monthly
Technical	Throughput Costs per statement of works	Excel Document	Monthly

DPS Schedule 6 (Letter of Appointment and Order Schedules)
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Order Schedule 2 (Staff Transfer)

1. Definitions

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

“Acquired Rights Directive”

1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time.

"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful, or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;

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- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract, or statute or otherwise;

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

"Former Supplier"

A supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Subcontractor of such supplier (or any Sub-contractor of any such Sub-contractor);

"Partial Termination"

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);

"Relevant Transfer"

A transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date"

A relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;

"Supplier's Final Supplier Personnel List"

A list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List"

A list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

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**"Staffing
Information"**

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender, and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses, and profit-sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension, or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory, or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave, or other authorised long-term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

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	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

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

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

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Client and the Agency agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Client and/or any Former Agency.
- 1.2 If any employee of the Client and/or a Former Agency claims, or it is determined in relation to any employee of the Client and/or a Former Agency, that his/her contract of employment has been transferred from the Client and/or the Former

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Agency to the Agency and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- 1.2.1 the Agency shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Client in writing and, where required by the Client, notify the Former Agency in writing; and
 - 1.2.2 the Client and/or the Former Agency may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Agency or the Subcontractor (as appropriate) or take such other reasonable steps as the Client or Former Agency (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Client and/or the Former Agency),, the Agency shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Agency may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Agency and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Client shall:
 - 1.5.1 indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Client's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - 1.5.2 procure that the Former Agency indemnifies the Agency and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Agency referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by

the Client and/or the Former Agency as appropriate nor dismissed by the

RM6124 – Communications Marketplace DPS
Project Version: v1.0

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Agency and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Agency and/or the Subcontractor (as appropriate) and the Agency shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.

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

- 1.8 The indemnities in Paragraph 1.5:

1.8.1 shall not apply to:

(a) any claim for:

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

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

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

1.8.2 shall apply only where the notification referred to in

Paragraph 1.2.1 is made by the Agency and/or any Subcontractor to the Client and, if applicable, Former Agency within 6 months of the Start Date.

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

2. Limits on the Former Agency's obligations

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

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otherwise so that it requires only that the Client must use reasonable endeavours to procure that the Former Agency does or does not act accordingly.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

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

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

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

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

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

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

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

:

- 1.5.1 replace or re-deploy any Agency Staff listed on the Agency Provisional Agency Personnel List other than where any

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Agency Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Agency Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Agency's Provisional Agency Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Agency's Provisional Agency Personnel List save by due disciplinary process;

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

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

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

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 1.7 The Agency shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Client, any Replacement Agency and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Agency Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Agency Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Agency shall provide, and shall procure that each Subcontractor shall provide, to the Client or, at the direction of the Client, to any Replacement Agency and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Agency's Final Agency Personnel List who is a Transferring Agency Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Client and the Agency acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Agency and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Client and the Agency agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Agency and the Transferring Agency Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Agency and/or a Replacement Subcontractor (as the case may be) and each such Transferring Agency Employee.
- 2.2 The Agency shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Agency Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Agency Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Agency and/or the Subcontractor (as appropriate); and (ii) the Replacement Agency and/or Replacement Subcontractor.

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

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

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

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

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

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

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

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

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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

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

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

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

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

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

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 2.4.2 arising from the Replacement Agency's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Agency's Final Agency Employee List claims, or it is determined in relation to any employees of the Agency, that his/her contract of employment has been transferred from the Agency to the Replacement Agency and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 the Client shall procure that the Replacement Agency and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Client and the Agency in writing; and
 - 2.5.2 the Agency may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Agency and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Agency or a Subcontractor, Client shall procure that the Replacement Agency shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
 - 2.7.1 no such offer has been made:
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolvedthe Client shall advise the Replacement Agency and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Agency's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Agency will indemnify the Replacement Agency and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Agency's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Agency takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
 - 2.9.1 shall not apply to:

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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

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

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

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

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

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

- (b) the Agency and/or any Subcontractor; and
- (c) the Replacement Agency and/or the Replacement Subcontractor.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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

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

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

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

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

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

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

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

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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working conditions of any person identified in the Agency's Final Agency Personnel List who would have been a Transferring Agency Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

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

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

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

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

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

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

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Agency or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

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

Order Schedule 3 (Continuous Improvement)

1. Client's Rights

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

2. Agency's Obligations

- 2.1 The Agency must, throughout the Contract Period, identify new or potential improvements to the provision of the Goods or Services with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Goods or Services and their supply to the Client.
- 2.2 The Agency must adopt a policy of continuous improvement in relation to the Goods or Services, which must include regular reviews with the Client of the Goods or Services and the way it provides them, with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Goods or Services. The Agency and the Client must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Agency shall produce at the start of each Contract Year a plan for improving the provision of Goods or Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Client's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Agency or the Client and ways of working that would provide cost savings and/or enhanced benefits to the Client (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 2.3.3 new or potential improvements to the provision of the Goods or Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Goods or Services; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Agency's operations and supply-chains relating to the Goods or Services, and identifying opportunities to assist the Client in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Agency to the Client for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Client shall notify the Agency of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Agency shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Agency must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Agency shall provide any further information as requested.
- 2.7 If the Client wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Agency must implement such Variation at no additional cost to the Client or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Agency shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Agency's progress against the Continuous Improvement Plan.
- 2.9 The Agency shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made

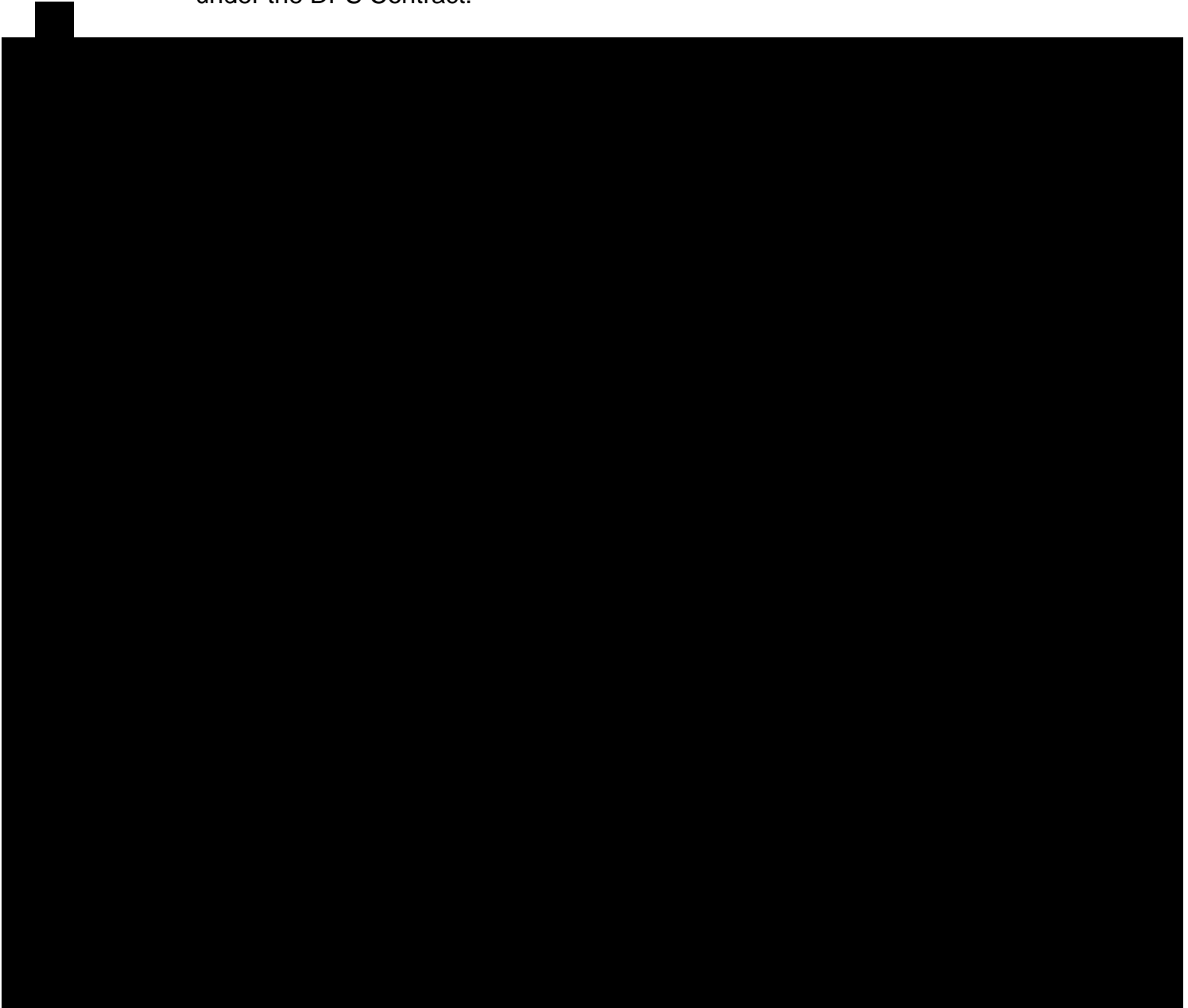
DPS Schedule 6 (Letter of Appointment and Order Schedules)

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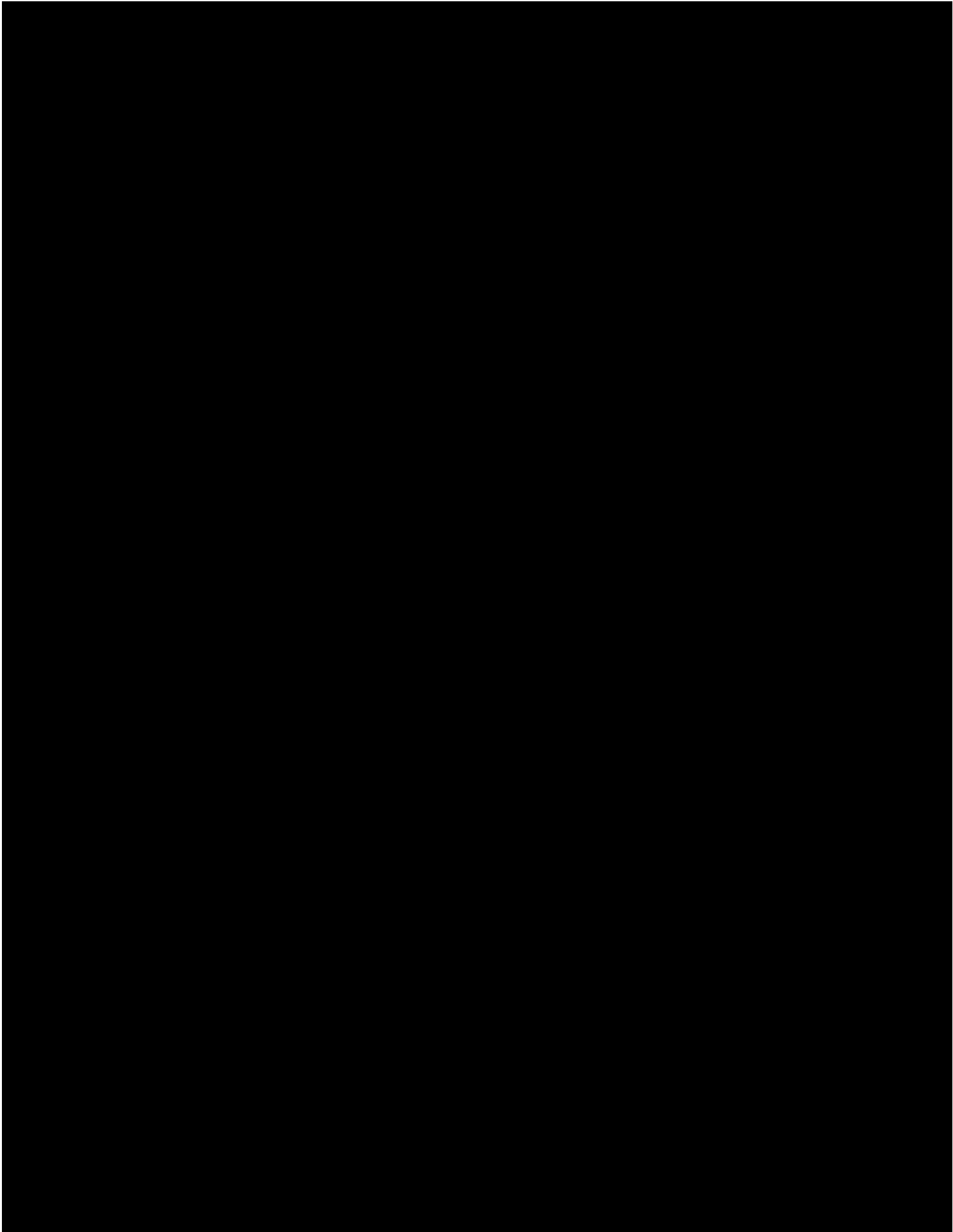
pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

2.11 Should the Agency's costs in providing the Goods or Services to the Client be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Client by way of a consequential and immediate reduction in the Charges for the Goods or Services.

2.12 If at any time during the Term the Agency reduces its DPS Prices for Goods or Services provided in accordance with the terms of the DPS Contract, the Agency shall immediately reduce the Charges for the Goods or Services under the Order Contract by the same amount. This obligation applies whether or not the Goods or Services are offered in a catalogue provided under the DPS Contract.







DPS Schedule 6 (Letter of Appointment and Order Schedules)
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Order Schedule 6 (ICT Services)

1. Definitions

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

"Agency System"	the information and communications technology system used by the Agency in supplying the Goods or Services, including the COTS Software, the Agency Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Client System);
"Client Property"	the property, other than real property and IPR, including the Client System, any equipment issued or made available to the Agency by the Client in connection with this Contract;
"Client Software"	any software which is owned by or licensed to the Client, and which is or will be used by the Agency for the purposes of providing the Goods or Services;
"Client System"	the Client's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Client or the Agency in connection with this Contract which is owned by or licensed to the Client by a third party and which interfaces with the Agency System or which is necessary for the Client to receive the Goods or Services;
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Agency or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Defect"	any of the following: any error, damage, or defect in the manufacturing of Goods or Services; or error or failure of code within the Software which causes Goods or Services to malfunction or to produce unintelligible or incorrect results; or any failure of any Goods or Services to provide the performance, features and functionality specified in the

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	<p>requirements of the Client or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Goods or Services from passing any Test required under this Order Contract; or</p> <p>failure of any Goods or Services to operate in conjunction with or interface with any other Goods or Services in order to provide the performance, features and functionality specified in the requirements of the Client or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Goods or Services from passing any Test required under this Contract;</p>
"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Agency where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT Environment"	the Client System and the Agency System;
"Licensed Software"	all and any Software licensed by or through the Agency, its Sub-Contractors or any third party to the Client for the purposes of or pursuant to this Order Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in paragraph 8 of this Schedule;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code, or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Goods or Services by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Goods or Services are also corrected) while still retaining the original designated purpose of that item;
"Open-Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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and distribute the software to any and all persons and for any and all purposes free of charge;

"Operating Environment"

means the Client System and any premises (including the Client Premises, the Agency's premises or third-party premises) from, to or at which:

the Goods or Services are (or are to be) provided; or

the Agency manages, organises, or otherwise directs the provision or the use of the Goods or Services; or

where any part of the Agency System is situated;

"Permitted Maintenance"

has the meaning given to it in paragraph 8.2 of this Schedule;

"Quality Plans"

has the meaning given to it in paragraph 6.1 of this Schedule;

"Sites"

has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Order Schedule shall also include any premises from, to or at which physical interface with the Client System takes place;

"Software"

Specially Written Software COTS Software and non-COTS Supplier and third-party Software;

"Software Supporting Materials"

has the meaning given to it in paragraph 9.1 of this Schedule;

"Source Code"

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

"Specially Written Software"

any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Agency (or by a Sub-Contractor or other third party on behalf of the Agency) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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2. When this Schedule should be used

2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Goods or Services.

3. Client due diligence requirements

3.1. The Agency shall satisfy itself of all relevant details, including but not limited to, details relating to the following.

- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment.
- 3.1.2. operating processes and procedures and the working methods of the Buyer.
- 3.1.3. ownership, functionality, capacity, condition, and suitability for use in the provision of the Goods or Services of the Clients Assets; and
- 3.1.4. existing contracts (including any licences, support, maintenance, and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Agency under this Contract and/or which the Agency will require the benefit of for the provision of the Goods or Services.

3.2. The Agency confirms that it has advised the Client in writing of:

- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services.
- 3.2.2. the actions needed to remedy each such unsuitable aspect; and
- 3.2.3. a timetable for and the costs of those actions.

4. Licensed software warranty

4.1. The Agency represents and warrants that:

- 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Agency (and/or any Sub-Contractor) to the Client which are necessary for the performance of the Agency's obligations under this Contract including the receipt of the Goods or Services by the Client.
- 4.1.2. all components of the Specially Written Software shall:
 - 4.1.2.1. be free from material design and programming errors.
 - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Order Schedule 14 (Service Levels) and Documentation; and
 - 4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

5.1. The Agency shall:

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 5.1.1. ensure that the release of any new COTS Software in which the Agency owns the IPR, or upgrade to any Software in which the Agency owns the IPR complies with the interface requirements of the Client and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Client three (3) Months before the release of any new COTS Software or Upgrade;
- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Agency are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification.
- 5.1.3. ensure that the Agency System will be free of all encumbrances.
- 5.1.4. ensure that the Goods or Services are fully compatible with any Client Software, Client System, or otherwise used by the Agency in connection with this Contract.
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Goods or Services.

6. Standards and Quality Requirements

- 6.1. The Agency shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Goods or Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Agency shall seek Approval from the Client (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Agency of its responsibility for ensuring that the Goods or Services are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Agency shall provide all Goods or Services in accordance with the Quality Plans.
- 6.4. The Agency shall ensure that the Agency Personnel shall at all times during the Order Contract Period:
 - 6.4.1. be appropriately experienced, qualified, and trained to supply the Goods or Services in accordance with this Contract.
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Goods or Services; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Client (including, if so, required by the Client, the ICT Policy) and provide the Goods or Services to the reasonable satisfaction of the Client.

0. ICT Audit

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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7.1. The Agency shall allow any auditor access to the Agency premises to:

- 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them).
- 7.1.2. review any records created during the design and development of the Agency System and pre-operational environment such as information relating to Testing.
- 7.1.3. review the Agency 's quality management systems including all relevant Quality Plans.

0. Maintenance of the ICT Environment

- 8.1. If specified by the Client in the Order Form, the Agency shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Client for Approval in accordance with the timetable and instructions specified by the Client.
- 8.2. Once the Maintenance Schedule has been Approved, the Agency shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3. The Agency shall give as much notice as is reasonably practicable to the Client prior to carrying out any Emergency Maintenance.
- 8.4. The Agency shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Goods or Services.

7. Intellectual Property Rights in ICT

9.1. Assignments granted by the Agency: Specially Written Software

- 9.1.1. The Agency assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Client with full guarantee (or shall procure assignment to the Client), title to and all rights and interest in the Specially Written Software together with and including:
 - 9.1.1.1. the Documentation, Source Code, and the Object Code of the Specially Written Software; and
 - 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

9.1.2. The Agency shall:

9.1.2.1. inform the Client of all Specially Written Software or New IPRs that are a modification, customisation, configuration, or enhancement to any COTS Software.

RM6124 – Communications Marketplace DPS

Project Version: v1.0

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 9.1.2.2. deliver to the Client the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall receipt:updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Client and the Client shall become the owner of such media upon receipt; and
- 9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Client of any of the Agency's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Agency hereby grants to the Client and shall procure that any relevant third party licensor shall grant to the Client a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Agency's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Client to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
- 9.1.3. The Agency shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Client.
- 9.2. Licences for non-COTS IPR from the Agency and third parties to the Buyer
 - 9.2.1. Unless the Client gives its Approval, the Agency must not use any:
 - a. of its own Existing IPR that is not COTS Software.
 - b. third party software that is not COTS Software
 - 9.2.2. Where the Client Approves the use of the Agency's Existing IPR that is not COTS Software the Agency shall grants to the Client a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Goods or Services (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Client is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Order Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Agency.

9.2.3. Where the Client Approves the use of third-party Software that is not COTS Software the Agency shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Client on terms at least equivalent to those set out in Paragraph 9.2.2.
If the Agency cannot obtain such a licence for the Client, it shall:

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

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

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

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

9.3. Licenses for COTS Software by the Agency and third parties to the Buyer

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

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

9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Agency shall support the Replacement Agency to make arrangements with the owner or authorised licence to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

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

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

9.3.4.2. will no longer be made commercially available

9.4. Client's right to assign/novate licences

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

9.4.1.1. a Central Government Body; or

9.4.1.2. to anybody (including any private sector body) which
performs or carries on any of the functions and/or activities

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Project Version: v1.0

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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that previously had been performed and/or carried on by the Buyer.

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

9.5. Licence granted by the Buyer

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

9.6. Open-Source Publication

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

9.6.1.1. suitable for publication by the Client as Open Source; and

9.6.1.2. based on Open Standards (where applicable),

and the Client may, at its sole discretion, publish the same as Open Source.

- 9.6.2. The Agency hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1. are suitable for release as Open Source and that the Agency has used reasonable endeavours when developing the same to ensure that publication by the Client will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Client System.

9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Client shall not cause any harm or damage to any party using them.

9.6.2.3. do not contain any material which would bring the Client into disrepute.

9.6.2.4. can be published as Open Source without breaching the rights of any third party.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open-Source Publication Material**") no later than the date notified by the Client to the Agency; and

9.6.2.6. do not contain any Malicious Software.

9.6.3. Where the Client has Approved a request by the Agency for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open-Source format due to the intention to embed or integrate Agency Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Agency shall:

9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Goods or Services based on IPRs which are to be excluded from Open-Source publication; and

9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Goods or Services based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Goods or Services as Open Source.

9.7. Malicious Software

9.7.1. The Agency shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

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

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

9.7.3.1. by the Agency, where the Malicious Software originates from the Agency Software, the third-party Software supplied by the Agency or the Government Data (whilst the Government Data was under the control of the Agency) unless the Agency can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Client when provided to the Agency; and

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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

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Order Schedule 7 (Key Agency Staff)

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

DPS Schedule 6 (Letter of Appointment and Order Schedules)
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Order Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Agency Assets used exclusively by the Agency in the provision of the Goods or Services;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Agency during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Agency Asset(s) calculated in accordance with the DPS Tender or Order Tender (if stated) or (if not stated) the depreciation policy of the Agency (which the Agency shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Agency Assets used by the Agency] in connection with the Goods or Services but which are also used by the Agency for other purposes;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Client receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Client internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Client receives in substitution for any of the Services following the End Date, whether those goods are provided by the Client internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Agency pursuant to the Exit Plan, and other assistance required by the Client pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Agency is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Client ;

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"Transferable Contracts" Sub-Contracts, licences for the Agency's software, licences for third party software or other agreements which are necessary to enable the Client or any Replacement agency to provide the Goods or Services or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;

"Transferring Assets" has the meaning given to it in Paragraph 8.2.1 of this Schedule;

"Transferring Contracts" has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Agency must always be prepared for contract exit

2.1 The Agency shall within 30 days from the Start Date provide to the Client a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Agency shall promptly:

2.2.1 create and maintain a detailed register of all Agency Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Goods or Services; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Agency provides the Goods or Services ("**Registers**").

2.3 The Agency shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Client) at the request of the Client to the Client (and/or its nominee) and/or any Replacement Agency upon the Agency ceasing to provide the Goods or Services (or part of them) and if the Agency is unable to do so then the Agency shall promptly

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notify the Client and the Client may require the Agency to procure an alternative Subcontractor or provider of Goods or Services.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

2.5 The Agency shall ensure at no cost to the Client that all digital data that is the Existing IPR of the Client or New IPR to be assigned to the Client can be identified and returned to the Client in an open format on demand and advise the Client of any Transferable Contracts and technical information that would assist in the continued use of such data.

3. Assisting re-competition for Goods or Services

3.1 The Agency shall, on reasonable notice, provide to the Client and/or its potential Replacement Agencies (subject to the potential Replacement Agencies entering into reasonable written confidentiality undertakings), such information (including any access) as the Client shall reasonably require in order to facilitate the preparation by the Client of any invitation to tender and/or to facilitate any potential Replacement Agencies undertaking due diligence (the "**Exit Information**").

3.2 The Agency acknowledges that the Client may disclose the Agency's Confidential Information (excluding the Agency's or its Subcontractors' prices or costs) to an actual or prospective Replacement Agency to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Agency shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Client within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Goods or Services (and shall consult the Client in relation to any such changes).

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

4. Exit Plan

4.1 The Agency shall, within three (3) Months after the Start Date, deliver to the Client an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Client.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

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

4.4 The Agency shall:

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

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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

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

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

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

5. Termination Assistance

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

5.1.1 the nature of the Termination Assistance required; and

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

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

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

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

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

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

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6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Agency shall:

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

6.1.2 provide to the Client and/or its Replacement Agency any reasonable assistance and/or access requested by the Client and/or its Replacement Agency including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Goods or Services to the Client and/or its Replacement Agency;

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

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

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

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

6.2 If it is not possible for the Agency to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Client, any additional costs incurred by the Agency in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Agency demonstrates to the Client's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Agency's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels accordingly.

7. Obligations when the contract is terminated

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

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

7.2.1 vacate any Client Premises;

7.2.2 remove the Agency Equipment together with any other materials used by the Agency to supply the Goods or Services and shall leave the Sites in a clean, safe and tidy condition. The Agency is solely

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Agency;

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

- (a) such information relating to the Goods or Services as remains in the possession or control of the Agency; and
- (b) such members of the Agency Staff as have been involved in the design, development and provision of the Goods or Services and who are still employed by the Agency, provided that the Client and/or the Replacement Agency shall pay the reasonable costs of the Agency actually incurred in responding to such requests for access.

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

8. Assets, Sub-contracts and Software

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

- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Goods or Services; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Agency Assets or acquire any new Agency Assets.

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

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

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,

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

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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

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

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

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

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

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

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

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

8.7 The Client shall:

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

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

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

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

9. No charges

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

10. Dividing the bills

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

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

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

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

Order Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

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

"Delay"

a delay in the Achievement of a Milestone by its Milestone Date; or

a) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;

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"Deliverable Item"	an item or feature in the supply of the Goods or Services delivered or to be delivered by the Agency at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;

Implementation Period" has the meaning given to it in Paragraph 7.1;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Agency shall provide a further draft Implementation Plan 30 Calendar days after the Order Contract Start Date.
- 2.2 The draft Implementation Plan:
 - 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Client may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Agency.
- 2.3 Following receipt of the draft Implementation Plan from the Agency, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Agency shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Agency shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Client on such performance.

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3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Agency shall keep the Implementation Plan under review in accordance with the Client's instructions and ensure that it is updated on a regular basis.
- 3.2 The Client shall have the right to require the Agency to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Agency to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Start Date

- 4.1 The Agency shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Agency Staff have the necessary security clearance in place before the Order Start Date. The Agency shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Agency shall ensure that all Agency Staff and Subcontractors do not access the Client's IT systems, or any IT systems linked to the Client, unless they have satisfied the Client's security requirements.
- 4.3 The Agency shall be responsible for providing all necessary information to the Client to facilitate security clearances for Agency Staff and Subcontractors in accordance with the Client's requirements.
- 4.4 The Agency shall provide the names of all Agency Staff and Subcontractors and inform the Client of any alterations and additions as they take place throughout the Order Contract.
- 4.5 The Agency shall ensure that all Agency Staff and Subcontractors requiring access to the Client Premises have the appropriate security clearance. It is the Agency's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Client, the Agency shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Agency Staff or Subcontractors to be accompanied by the Client's Authorised Representative, the Client

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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must be given reasonable notice of such a requirement, except in the case of emergency access.

8. What to do if there is a Delay

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

9. Compensation for a Delay

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

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Payments or be deemed to be a waiver of the right of the Client to recover any such damages; and

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

7. Implementation Plan

7.1 The Implementation Period will be a [six (6)] Month period.

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

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

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

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

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

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

7.4 The Implementation Plan will include detail stating:

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

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

7.5 In addition, the Agency shall:

7.5.1 appoint a Agency Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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resourced adequately, and who will act as a point of contact for the Client;

7.5.2 mobilise all the Services specified in the Specification within the Order Contract;

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

- (a) the format of reports and programmes shall be in accordance with the Client's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Client'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 Agency to the Client, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

7.5.4 manage and report progress against the Implementation Plan;

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

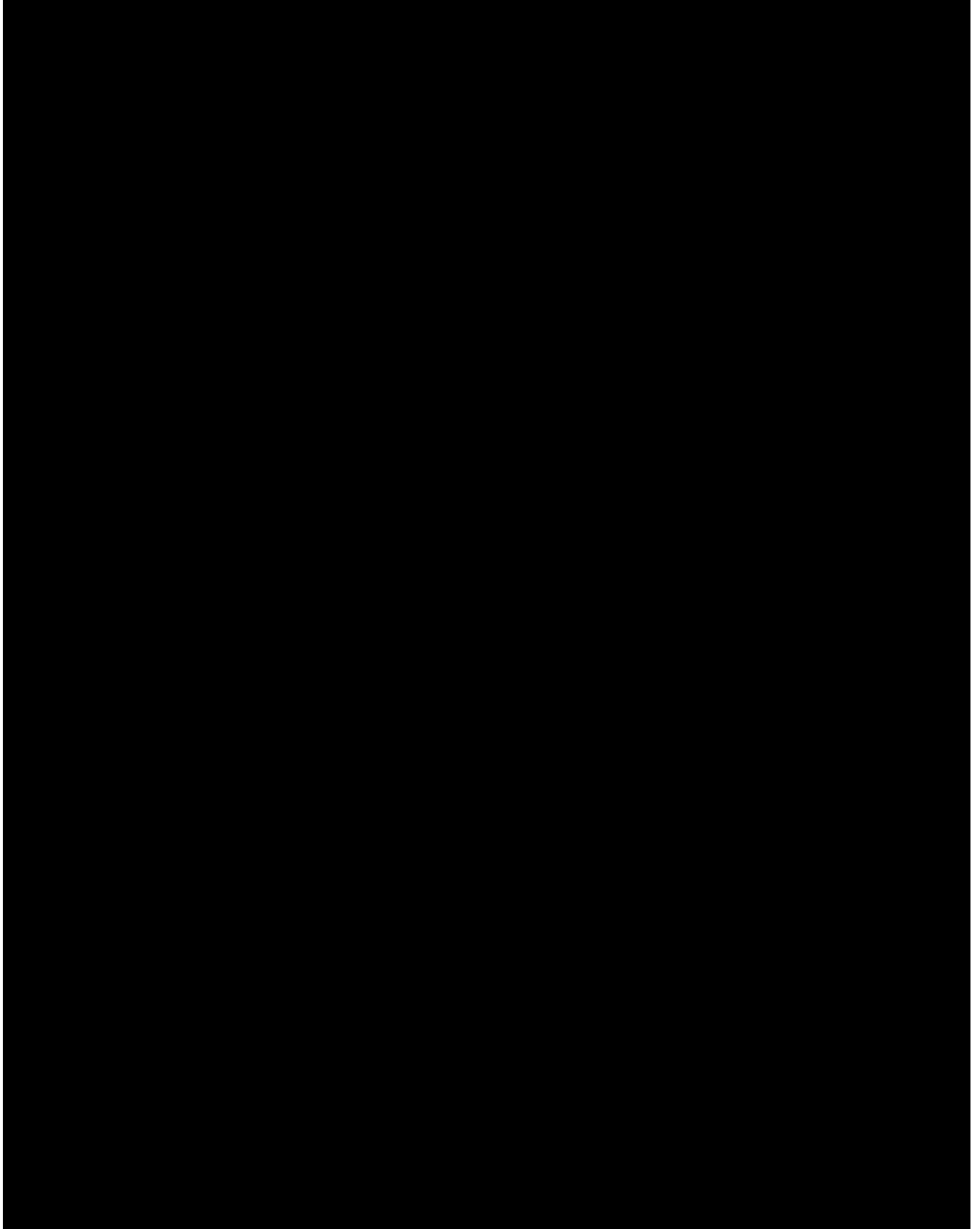
7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Client's requirements during the Implementation Period.
Implementation meetings shall be chaired by the Client and all meeting minutes shall be kept and published by the Agency; and

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

Annex 1: Implementation Plan

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

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Order Schedule 14 (Service Levels)

1. Definitions

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

"Critical Service Form; Level Failure"	has the meaning given to it in the Order
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Agency to the Client in respect of any failure by the Agency to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

- 2.1 The Agency shall at all times provide the Goods or Services to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Agency acknowledges that any Service Level Failure shall entitle the Client to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Client as a result of the Agency's failure to meet any Service Level Performance Measure.
- 2.3 The Agency shall send Performance Monitoring Reports to the Client detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Client's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Agency has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

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2.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the Agency;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Client being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Client is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Client Termination Rights).

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

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

2.5.2 the principal purpose of the change is to reflect changes in the Client's business requirements and/or priorities or to reflect changing industry standards; and

3. Critical Service Level Failure

3.1 On the occurrence of a Critical Service Level Failure

3.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

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

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

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Part A: Service Levels and Service Credits

1. Service Levels

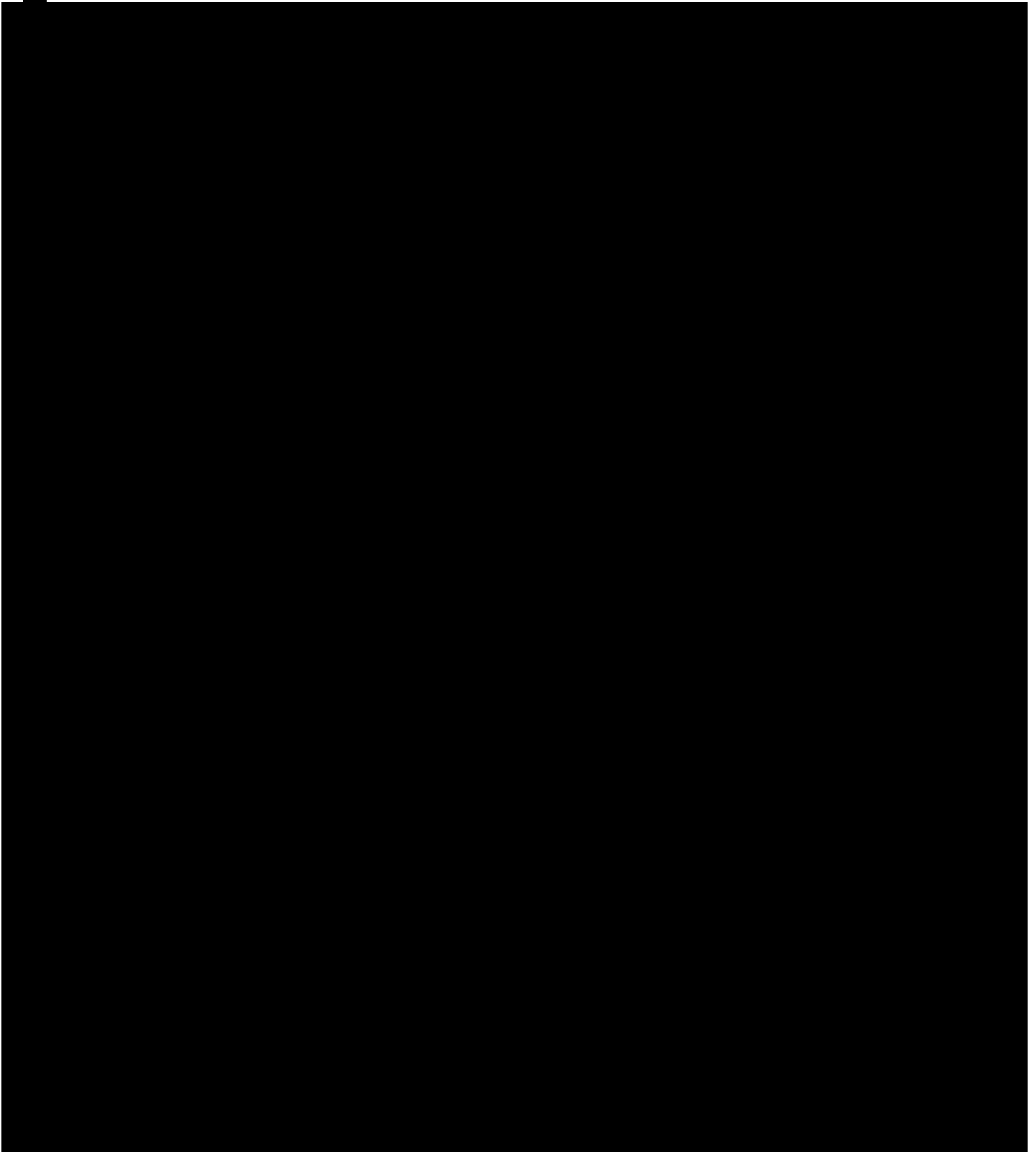
If the level of performance of the Agency:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,
the Agency shall immediately notify the Client in writing and the Client, in its absolute discretion and without limiting any other of its rights, may:
 - 1.a.1 require the Agency to immediately take all remedial action that is reasonable to mitigate the impact on the Client and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
 - 1.a.2 instruct the Agency to comply with the Rectification Plan Process;
 - 1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Agency to the Client; and/or
 - 1.a.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Client shall use the Performance Monitoring Reports supplied by the Agency to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Goods or Services and do not include VAT. The Agency shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in the Annex to Part A of this Schedule.
 - 1. Schedule.

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Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

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

3.2 The Agency shall provide the Client with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

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

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

3.2.3 details of any Critical Service Level Failures;

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

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3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

3.2.6 such other details as the Client may reasonably require from time to time.

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

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

3.3.2 be attended by the Agency's Representative and the Client's Representative; and

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

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

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

4. Satisfaction Surveys

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

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Order Schedule 15 (Order Contract Management)

1. Definitions

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

"Contract Manager"

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

2. Managing the contract

- 2.1. The Agency and the Client shall each appoint a Contract Manager for the purposes of this Contract through whom the provision of the Goods or Services shall be managed day-to-day.
- 2.2. The Parties shall ensure that appropriate resource and expertise is made available to deliver the aims, objectives and specific provisions of the Contract. The Client will give the Agency instructions as to its requirements for the Goods or Services. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Goods or Services.
- 2.3. During the Contract Period, the Agency will:
- 2.3.1. keep the Client fully informed as to the progress and status of all Goods or Services, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties; and
 - 2.3.2. promptly inform the Client of any actual or anticipated problems relating to provision of the Goods or Services. Receipt of communication from the Agency by the Client does not absolve the Agency from its responsibilities, obligations or liabilities under the Contract.
- 2.4. During the Contract Period, the Parties' respective Contract Managers will arrange and attend meetings to review the status and progress of the Goods or Services and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the Parties.

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

3. 3. Approvals and Authority

- 3.1. For the purposes of this Order Schedule 15, any reference to Client Approval means written approval in one of the following ways:

- 3.1.1. the Client issuing a purchase order bearing the signature of an Authorised Client Approver;
- 3.1.2. email from the individual business email address of an Authorised Client Approver; or
- 3.1.3. the signature of an Authorised Client Approver on the Agency's documentation.

- 3.2. The Agency will seek the Client's prior Approval of:

- 3.2.1. any estimates or quotations for any costs to be paid by the Client that are not agreed in a Statement of Work; and
- 3.2.2. any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity.

- 3.3. The Agency will seek the Client's prior Approval of any draft Goods or Services. The Client's Approval will be the Agency's authority to proceed with the use of the relevant Goods or Services.

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

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request.

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

4. Monitoring Campaign Performance

- 4.1. The Agency agrees to provide access to data and support for Audits undertaken by the Client and its Auditors under the CRTPA relating to campaign performance under the Contract during and after campaigns.
- 4.2. The Agency will fully comply with all remote access requests.
- 4.3. The Auditor may share data with relevant key stakeholders as necessary to complete the work. Where the Client carries out an Audit it will own the resulting report and may share non-sensitive outcomes as appropriate.
- 4.4. The Agency and the Client will agree a plan to address Audit findings to optimise campaign performance.

5. Contract Risk Management

- 5.1. Both Parties will proactively manage risks attributed to them under the terms of this Contract.
- 5.2. The Agency will develop, operate, maintain and amend, as agreed with the Client, processes for:
- 5.2.1. the identification and management of risks;
- 5.2.2. the identification and management of issues;
- and 5.2.3. monitoring and controlling project plans.

6. International Work

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

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Appointment.

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

[Guidance note: Details of additional boards to be inserted.]

Order Schedule 20 (Order Specification)

Department/Organisation: UK Export Finance

Summary

UK Export Finance (UKEF) is the UK's export credit agency, a government department whose mission statement is we advance prosperity by ensuring no viable UK export fails for lack of finance or insurance, doing that sustainably and at no net cost to the taxpayer.

UKEF's marketing team is seeking a creative agency with knowledge and experience in creative development and delivery for complex B2B audiences. The agency must have proven capabilities to provide creative development and execution that supports the strategic planning, placement, and purchase of media (planned by the media planning agency and then implemented by OmniGOV, the media buying agency) for UKEF's domestic marketing campaign, while offering cost efficient and committed high levels of customer service.

Mandatory constraints/ services required

The agency will be responsible for the ongoing development of UK Export Finance's domestic and international creative and associated guidelines, informed by the media and strategy agencies' plans.

The successful agency will agree KPIs with the authority within 30 days of contract award and will be expected to meet those KPIs throughout the contract. This will be reported to the authority through the quarterly business review meetings.

The overall goals of the contractual agreement resulting from this tender is to meet the following in terms of **experience**, **capability**, and **capacity**.

Experience:

- In developing channel neutral transformative creative ideas.
- In providing strategic creative services which could include but are not limited to:
 - Advertising Strategy

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- Brand Strategy
 - Content Strategy
 - Marketing Strategy
 - Social Media Strategy
- In content creation which should cover, but is not limited to:
 - Hero Creatives which can be used across a range of channels
 - Case Studies
 - Blogs and Articles
 - Branding
 - Copywriting
 - Copyediting
 - Content Planning and Publishing
 - Data Visualization
 - eBooks/White Papers
 - Video/Explainer Videos
 - Graphic Design
 - Infographics
 - Interactives
 - Animated Video/Motion Graphics
 - Motion Graphics
 - Presentations
 - Microcontent
 - Photography
 - Web Design and Development
- In developing and delivering creative for UKEFs audience across channel B2B campaigns (details of core target markets and audiences can be found within annexes).
- In framing the UKEF's tone of voice and how we can adapt creative to the campaigns and stakeholder level.
- In using measurement and analysis of creative assets to influence perception change, awareness raising and lead generation objectives.
- In creating fully integrated creative plans for the following media: traditional (print, radio); digital (online, social, search, mobile, audio); experiential/lifestyle/out of home; and new media innovations.
- In working with media buying and media planning agencies to have an integrated strategy for the campaign.
- In working on marketing campaigns and being cognisant of non-bought media when planning creative development.

Capability:

- **Outcomes, Optimisation & Objectives:** To produce an overarching creative strategy that will clearly define how creative thinking, propositions, development and delivery can be used to meet our strategic departmental objectives:
 - Finalising strategic creative strategy document(s) that aligns with our objectives, refining, and amending the strategic creative document, as needed on an ongoing basis during campaign development, and presenting the strategy as required.

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- Comprehensively compiling a document(s) that can be disseminated to third-party suppliers that can facilitate required consistency and synergy in objectives and approaches to creative development and execution within marketing campaigns.
 - The agencies will need to demonstrate a clear understanding of UKEF and what we do, while continuing to build on the brand.
 - Providing an indicative budget recommendation and options for mid to long term creative development and execution as required by the domestic campaign. This should include working with the media buying agency and the media planning agency.
 - To gain efficiencies in developing creative, driving cost-effective outcomes without compromising on quality.
 - To work closely with the media buying agency and the media planning agency who will track, monitor, maintain and optimise the effectiveness of the recommended media channels and the creatives used for the campaigns.
 - To consistently ensure a test, learn, adapt, and refine attitude is implemented across each campaign creative development lifecycle.
 - Specialist B2B social media capabilities, ability to take a digital-first approach to creative on digital channels, rather than replicating the ATL approach.
 - Ability to create adapts of creative masters for the fulfilment of media plans in a streamlined and cost-effective manner.
- **Audience Insight and Development.** Leading in the identification, development, and adoption of creative for relevant audiences. This should provide key segmentations and relevant audience data to build a full picture of what each segmentation represents and how it should be applied to our creative development and delivery.
 - Take into consideration all and any inaccuracies, margin of errors, ethics and biases in any creative development and delivery.
 - Provide monthly media landscape presentations covering emerging trends (media, industry, region), and audience and media data and insights to better support the campaigns creative development.
- **Talent and Talent Development** To provide access to highly experienced leaders in creative development that can provide a diversity in thought, approach, experience, and background. This includes but is not limited to:
 - Having talent that operates with a problem-led, outcome focused, bespoke approach using data and technology to fuel creative development.
 - Having talent suitably experienced in producing strategic deliverables than span across multiple departments of an organisation
 - Having talent with the necessary personal skills and attributes to engage persuasively with senior stakeholders within an organisation

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Capacity:

- To be able to scale project teams up and down to accommodate workflows and changing priorities. This may, for example, mean that there are 3-4 projects requiring services simultaneously or the agencies could be asked to pick up a project for a campaign they do not normally work on.
- There will need to be an account team which could consist of:
 - Client Lead
 - Account Director
 - Account Manager
 - Art Director
 - Creative Director

Flexible

- Copy Writer
 - Graphic Designer
 - Social Producer
- To deliver consistently high standards of account management and customer service, even under uncertainties and tight timelines.
- To efficiently coordinate services in cooperation with contracted media planning agencies and media buying agencies.

What has worked well with the previous model that we would like to see carried into the new partnership:

- Working in close collaboration to develop and define the campaign objectives, the core challenges, and the exact role of creative media.
- The high levels of customer service, and commitment to the account as seen in a close working relationship with regular communications.
- Understanding the challenges of government contracts and media requirements, with proven flexibility and reliability.
- Attending and contributing to single briefings for all agencies and providing seamless integration and communication between teams (including media planning and buying agencies).
- Leading with a channel/media neutral approach but considering the overall campaign strategy to ensure meeting the objective is always the single guiding factor when planning creative development and execution.
- Ability to identify relevant creative opportunities outside of business-as-usual creative development.
- A cohesive and seamless media planning and buying relationship with one strategic media planning and buying model.

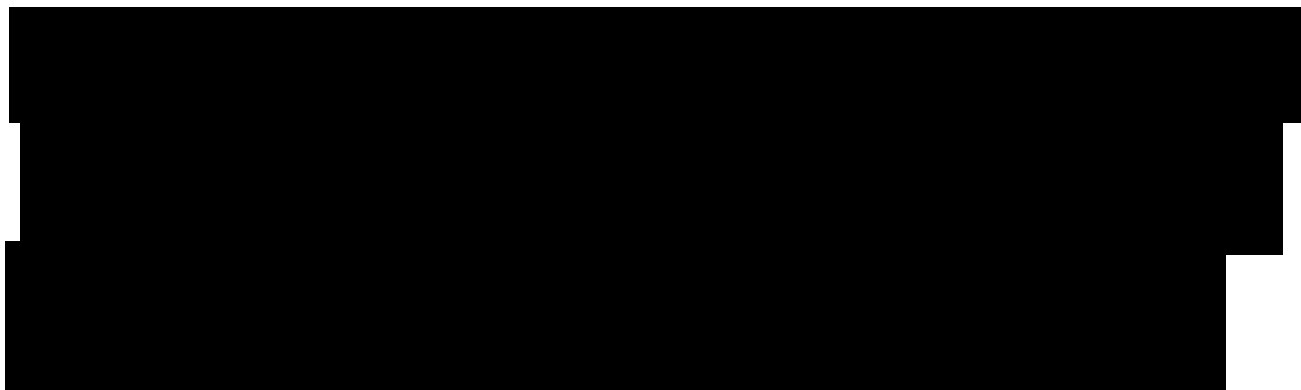
Constraints that may preclude agencies from accepting this brief

- Limited global/international experience.
- Limited B2B experience – agencies should be able to demonstrate relevant examples of B2B creative work carried out in the last three years.
- Limited experience of creative development and execution for cross channel experience.

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- Limited experience working on clients with high levels of uncertainty (objectives and projects changing at short notice), and to tight timelines.
- Conflicts of interest.
- Inability to meet our needs for project management of the account.
- Inability to take on domestic campaign projects.



The Problem (and Objectives)

The Exporters' Edge

Outcome goals

- Raise awareness, recognition and understanding of UKEF's brand and what we do
- Build confidence and advocacy in the work of Government in ensuring no viable UK export fails for lack of finance or insurance, doing that sustainably and at no net cost to the taxpayer
- Inform and educate exporters and potential exporters, primarily SMEs, about UKEF support, including the advice, finance and insurance available and how to access that support.
- Generate a strong pipeline of leads and strengthen conversion
- Build greater awareness of UKEF's ability to bridge the UK supply chain with export opportunities overseas.
-

SMART objectives

- **Raising awareness:** Raise awareness and understanding of UKEF among target audiences. The goal is 50% prompted awareness by 2024-25 among exporters with 50% of their turnover coming from exports, compared with a baseline of 20% prompted and 2% spontaneous awareness (2017-18 – representing likely awareness under a low/no cost approach).
- **Lead generation:** Generate 5,000 new business leads in 2022-23, with 67% being marketing qualified leads (see UKEF Leads appendix).

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Awareness is measured once a year by UKEF's research agency and the research is typically undertaken in October/November. Feeding into this research are other metrics that are measured throughout the campaign – these include impressions, clicks and engagements recorded on the Datorama platform supplied by OmniGOV.

Leads are captured in 'Pardot' UKEF's CRM system and then triaged to ascertain if they adhere to MQL criteria (found in UKEF Leads appendix).

Return on investment is measured by reviewing the number of leads that UKEF has supported and the financial value of support provided to those leads – this is tracked in Salesforce.

Context (Insight)

About UKEF

UK Export Finance (UKEF) is the UK's export credit agency and a government department, working alongside the Department for International Trade (DIT) as an integral part of its strategy and operations.

UKEF works with over a hundred (100) private credit insurers and lenders (including all top banks) to help UK companies access export finance (the particular class of loans, insurance policies or bank guarantees that enable international trade to take place as easily and securely as possible). It exists to complement not compete with the private sector but, like a bank, UKEF provides support on a commercial basis, charging a premium for its support to cover potential losses.

UKEF helps UK companies to win contracts, fulfil orders and get paid:

- **Win export contracts** by providing attractive financing terms to their buyers (e.g., issuing buyer loans or loan guarantees)
- **Fulfil orders** by supporting working capital loans or contract performance bonds (e.g., by issuing a guarantee to the exporter's bank to share credit risk)
- **Provide payment** by insuring against buyer default (e.g., by offering Export Insurance Policies for markets that lack commercially available cover)

UKEF's mission statement is: 'We advance prosperity by ensuring no viable UK export fails for lack of finance or insurance, doing that sustainably and at no net cost to the taxpayer'. This can potentially mean supporting exports for any size of company and across all sectors from capital goods to services and intangibles such as intellectual property. UKEF's support tends to be weighted towards the export of manufactured capital goods.

UKEF often signposts companies to existing commercial source of support that can meet their requirements without HM Government assuming credit risk through a UKEF guarantee or insurance policy. UKEF has a team of 26 regional Export Finance

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Managers (EFMs) who can examine a company's specific requirements and help them find the most appropriate solution. If there is no commercial solution available, that is when a UKEF facility is considered. UKEF doesn't compete with the private sector but instead works with banks and brokers to provide loan guarantees amongst other products to help businesses export.

In FY21/22 UKEF supported £7.4bn worth of business and supported 545 companies directly of which 81% were SMEs, this helped to support 72,000 UK jobs.

In 2011, UKEF changed its name from the Export Credits Guarantee Department (ECGD) and expanded its range of products to enable it to support small and medium-sized enterprises (SMEs) for the first time since 1991. Prior to 2011 UKEF only supported a small number of large businesses, like Rolls Royce, with long term products. The businesses supported were primarily in the Aerospace, Defence and Energy sectors as well as supporting lending to overseas projects.

Due to its twenty (20)-year absence from this market, the full uptake of its support has been inhibited by low levels of awareness among SMEs as well as bankers and insurance brokers who we work through. There is a continual need to inform and educate SMEs and key partners about our products. UKEF's marketing campaign is called "The Exporters' Edge" and is designed to raise awareness and generate new business leads. It began in 2018 using PR, online advertising, social media, events, direct marketing, and remarketing. Its approach has augmented, now employing media partnerships with News UK (The Times) and The Economist. Separately, through stakeholder engagement UKEF has built relationships with banks, brokers, and trade associations.



Audiences (Insight)

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UKEF has three distinct primary audiences:

- **DOMESTIC:** Senior executives and decision-makers of UK companies that may need direct support through our short-term trade finance and insurance product suite, or that may benefit from offering buyer credit support from UKEF to their overseas stakeholders to enhance their commercial offer. **This is the audience that will be assessed in the proposals.**
- **DOMESTIC:** UK companies that may be interested in joining the supply chain of the export opportunities we bring to the UK – via our ‘supplier fair’ programme – through our support of the overseas stakeholders described above. In this scenario, a supplier fair event is focused on a long-term opportunity or sector-based theme pulls through short-term opportunities when UKEF commits to the underlying transaction. **(This isn’t in scope of the objectives of the agency but is here as background)**
- **INTERNATIONAL:** Senior executives of overseas buyers, international contractors and operators that will consider procuring goods and services from the UK with the offer of our financial support to do so – typically through our long-term product suite. **(This isn’t in scope of the objectives of the agency but is here as background information)**

UKEF targets businesses who already export which is approximately 245,200 UK businesses (see UKEF ONS exporters data Appendix). The businesses who end up using UKEF support typically have a turnover of £2m+, however UKEF targets all businesses with a turnover of more than £500K. See ‘UKEF Leads appendix’ – for the definition of a marketing qualified lead.

The UK has one of the world’s most competitive SME trade finance markets, but the take-up of trade finance is not as high as it could be. About 8% of SMEs report using external finance *specifically* to support their export contracts. The others either rely on general finance facilities that they use for both domestic or international business, or they do not use external finance and fund their activities from their own balance sheet. However, at the same time 27% of SMEs report turning down or losing business in the last two years due to payment or working capital challenges – i.e., problems specialist export finance or insurance are designed to overcome. Furthermore, general awareness and understanding of specialist export finance or insurance products is low. *For example, about 50% of SMEs are aware of credit insurance as a product generally.* The vast majority of those companies that do seek finance or insurance (*we estimate about 99%*) will likely have their needs met by commercial lenders or insurers. Some will be uncreditworthy. The remainder will have unmet demand that could be met by UKEF.

There are two key conclusions we can draw from this insight:

- There is a market failure, leaving a relatively small pool of companies each year with unmet demand that UKEF could directly support. At present, UKEF is supporting only a fraction of this unmet demand due to low awareness. Greater targeted

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- lead generation will increase the chances of UKEF locating and filling this unmet demand.
- There is an information gap around export finance and insurance generally. Companies turn down business for reasons that could be addressed with a better understanding of non-generic solutions, such as credit insurance, confirmed letters of credit or bond support. Greater awareness of UKEF will help companies gain a better understanding of the various options available to them to support their export business, which could (1) change their behaviour in terms of what business they pursue and/or turn down and (2) increase overall uptake of specialist export finance generally, including products provided by UKEF.

UKEF SME Trade Finance Research Appendix' shows the full research that was commissioned by HM Government into the barriers facing UK SMEs taking trade finance.

Strategy

Leads

One of the campaign objectives is to convert businesses who are looking for trade finance or insurance within our addressable market into leads. Please see 'UKEF Leads Appendix' for full details of leads generated by channel, the lead handling process and UKEFs MQL criteria.

Awareness

The Awareness survey from March 2019 showed prompted recognition of UKEF is 26% up from 20% in 2016 (which we use as our base line) and just 5% of business recognised the 'Exporters' Edge campaign. The promoted awareness level then increased to 30% in 2020 but fell back to 26% in 2021, this has been driven by falling awareness amongst smaller exporters, however, there has been an increase in awareness among larger exporters. *The 30% promoted awareness level was reached again in a piece of research UKEF carried out in March/April 2022.*

The UKEF Awareness Survey Results May 2022 Appendix' shows the results of the May research dip. 'UKEF monthly evaluation Appendix' gives further background on UKEF awareness figures from slide 9 to 16. The next awareness survey will be carried out in October/November 2022 and yearly thereafter.

The Exporters' Edge Campaign

The proposition for the UKEF campaign is 'Get the Exporters' Edge'. The current creative and suite of assets was developed by our strategy and creative, agency, Engine in 2020. In April/May 2022, we rendered messaging and creative changes to increase the number of assets. UKEF will be reviewing its creative strategy in

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2023 when a new creative agency is onboarded' the media and strategy agency will be expected to work with the creative agency. Please see 'UKEF Campaign Creative Appendix' to see our current creative in different formats. The proposition is supported by the strapline '**we help businesses to win contracts, fulfil orders and get paid**'. This relates to the Short Term (ST) products we offer SMEs. For a full list of products, please go to <https://www.gov.uk/government/collections/uk-export-finance-products-and-services>

The creative has two elements to it,

- Element 1 is the 'ambition shot': this shows the export destination and is positioned at the top of a press ad or on the left (pending size of press ad). It is the first frame seen in digital/social.
- Element 2 shows our Export Finance Managers (EFMs) (we have used UKEF staff in the creative). It demonstrates how UKEF have helped businesses **win contracts, fulfil orders, and get paid**. The ambition shot is supported by strapline 'You see growth potential overseas' with the EFM strapline: 'We'll find you the right trade finance solution'.

The creative carries UKEF's logo. Government departments that undertake advertising also use the HM Government logo, but UKEF uses its own logo as it's a commercial department. As part of our pass form approval for FY22/23 activity, we were asked by the Cabinet Office to incorporate the 'Levelling Up' logo in campaign activity.

The Exporters' Edge campaign uses press, digital display, social (Twitter and LinkedIn), radio, digital audio, search, content syndication and currently partnerships with The Times and The Economist - a full breakdown of briefed media spend can be found in 'UKEF Budget Appendix'.

For details of the Exporters' Edge campaign results from September 21 - March 22, please see 'UKEF Post Campaign Analysis Appendix' which shows spend by channel and the performance of the campaign.

The UKEF monthly evaluation Appendix shows the KPIs from all marketing campaign activities, including events and PR. It also shows leads generated in FY21/22, web stats and information on the UKEF awareness target.

UKEF Web presence

The Exporters' Edge campaign creative, in most instances, drives through to the GREAT page- '<https://www.great.gov.uk/trade-finance/>,' this is the page where businesses complete our form and become a lead.

UKEF has a presence on [gov.uk](https://www.gov.uk/government/organisations/uk-export-finance) (<https://www.gov.uk/government/organisations/uk-export-finance>). The site has in-depth information about UKEF including a list of our products, case studies of businesses we have supported, corporate information, press releases, contact details for our Export Finance Managers, ministers, senior management team, press team and our annual report and performance highlights.

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UKEF will be launching its own website in November 2022. All campaign traffic will go directly to the new website. The site will enable UKEF to retarget directly off the website and track users' journey across the site. This is something that UKEF is currently unable to do because of tagging restrictions on the GREAT page and gov.uk.

CCS Core Terms

<https://assets.crowncommercial.gov.uk/wp-content/uploads/RM6124-Core-Terms.odt>



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