

## **Cabinet Office - CALL-OFF ORDER FORM**

- A. On 29 March 2013, the Framework Authority advertised in the Official Journal of the European Union (2013/S 063-105796) its intention to establish a single supplier framework with the Contractor for the provision on a shared services basis of business services including: human resources; finance and accounts; payroll and procurement, to Crown and other public sector bodies and invited expressions of interest from the private sector to subscribe for shares in the Contractor.
- B. On 1 November 2013, the Framework Authority and the Contractor entered into a contract (the **"Framework Agreement"**) which permits Potential Customers to purchase any of the Available Services from the Contractor in accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) of the Framework Agreement.
- C. In accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) of the Framework Agreement, the Customer has decided to enter into the Call-Off Agreement with the Contractor for the provision of the Services in accordance with and subject to the terms and conditions of the Standard Terms as amended and supplemented by this Call-Off Order Form.
- D. In this Call-Off Order Form, unless the context otherwise requires, capitalised words shall have the meanings set out in Schedule 1 (Definitions) to the Standard Terms.

### **Table of Appendices**

Appendix 1 (Services)

Appendix 2 (Charges for the Services)

Appendix 3 (Outline Customer Transformation Plan)

Appendix 4 (Customer Responsibilities)

Appendix 5 (Required Insurances)

Appendix 6 (Mandates)

**Section 1: Customer Details**

Call-Off Agreement Reference: Parties

1.	<b>Customer</b>	Cabinet Office
2.	<b>Address</b>	1 Horseguards Road, London SW1A 2HQ

The Service Recipients for the purpose of the Call-Off Agreement are:

3.	<b>Service Recipients</b>	None
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**Section 2: Preliminaries**

4.	<b>Conditions Precedent</b>	None
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**Section 3: Call-Off Agreement Particulars**

5.	<b>Initial Term</b>	Seven (7) years from the Effective Date
6.	<b>Extension Period</b>	Three (3) years from the end of the Initial Term
7.	<b>Customer Responsibilities</b>	The service specific Customer Responsibilities which the Customer shall perform in addition to those set out in Schedule 3.6 (Framework Authority Responsibilities) to the Framework Agreement are set out at Appendix 4 (Customer Responsibilities and Framework Authority Responsibilities) to this Call-Off Order Form.
8.	<b>Pensions</b>	Part B of Schedule 5.2 (Pensions) of the Standard Terms shall not apply

**Section 4: Personnel and Governance** **ALL REDACTED UNDER FOI ACT SECTION 40, PERSONAL INFORMATION**

9.	<b>Customer Representative</b>	<b>Name</b>	REDACTED
		<b>Address</b>	Cabinet Office, 1 Horseguards Rd, London SW1A 2HQ
		<b>Telephone No.</b>	REDACTED
		<b>Email</b>	REDACTED
10.	<b>Contractor's Contract Manager</b>	<b>Name</b>	<b>REDACTED</b>
		<b>Address</b>	Steria Limited: Three Cherry Trees Lane, Hemel Hempstead, HP2 7AH
		<b>Telephone No.</b>	<b>REDACTED</b>
		<b>Email</b>	<b>REDACTED</b>

**ALL REDACTED UNDER FOI ACT SECTION 40, PERSONAL INFORMATION**

11.	<b>Customer Notice</b>	<b>Name</b>	REDACTED
		<b>Address</b>	Cabinet Office, 1 Horseguards Road, London SW1A 2HQ
		<b>Email</b>	REDACTED
12.	<b>Contractor Notice</b>	<b>Name</b>	Company Secretary for Steria Limited and Company Secretary for Shared Services Connected Limited
		<b>Address</b>	Steria Limited: Three Cherry Trees Lane, Hemel Hempstead, HP2 7AH  Shared Services Connected Limited: 1 Horse Guards Road, London, SW1A 2HQ
		<b>Email</b>	Steria Limited: REDACTED  Shared Services Connected Limited: As notified

**Section 5: Services**

- 5.1 The Services are set out in Appendix 1 (Services) to this Call-Off Order Form and the Target Volume Forecast for those Services is set out by Service Offering in Appendix 2 (Charges for the Services) to this Call-Off Order Form.
- 5.2 The Contractor agrees that the Services set out in Part A of Appendix 1 may not include all the services or outputs provided by the Legacy Supplier to the Customer prior to the Effective Date and as such:
- (a) the Day 1 Service Catalogue shall be interpreted to the greatest extent possible so that such Services shall be provided in the same way and to the same performance standards that such services were provided to the Customer by the Legacy Supplier before the Effective Date;
  - (b) where the Customer can reasonably demonstrate to the Contractor that it was receiving a service or output prior to the Effective Date from a Legacy Supplier, the Contractor shall provide such service or output (to the standard achieved by the Legacy Supplier) to the Customer up to Achievement of the Transformation Complete Milestone; and
  - (c) where the Contractor can reasonably demonstrate to the Customer that the Customer was carrying out certain activities prior to the Effective Date in respect of such services and outputs, the Customer shall continue to carry out such activities up to Achievement of the Transformation Complete Milestone.

**Section 6: Customer Transformation**

- 6.1 The Customer's Project Manager and the Contractor's Project Manager are as set out in the below table.
- 6.2 The Outline Customer Transformation Plan is set out in Appendix 3 (Outline Customer Transformation Plan) to this Call-Off Order Form.

**ALL REDACTED UNDER FOI ACT SECTION 40, PERSONAL INFORMATION**

13.	<b>Customer Manager(s)</b>	<b>Project</b>	Name: REDACTED Address: Cabinet Office, 1 Horseguards Road, London SW1A 2HQ Telephone number: REDACTED Email address: REDACTED	
14.	<b>Contractor's Manager</b>	<b>Project</b>	<b>Name</b>	<b>REDACTED</b>
			<b>Address</b>	c/o REDACTED 2nd Floor, Steria Ltd, Three Cherry Trees Lane, Hemel Hempstead HP2 7AH
			<b>Telephone No.</b>	<b>REDACTED</b>
			<b>Email</b>	<b>REDACTED</b>

**Section 7: Charges and Invoicing**

The Charges for the Services up to and including 31 October 2015 are set out in Appendix 2 (Charges for the Services) to this Call-Off Order Form.

15.	<b>Invoice Address(es)</b>	Finance Department, Cabinet Office, 1 Horseguards Road, London SW1A 2HQ
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**Section 8: Critical Performance Indicators**

16.	<b>Critical Performance Indicators</b>	<b>Remedy</b>
	None	N/A

**Section 9: Insurance**

17.	<b>Required Insurances</b>
	The Insurances which the Contractor shall be required to take out and maintain, or procure the taking out and maintenance of, are set out at Appendix 5 (Required Insurances) to this Call-Off Order Form.

## Section 10: Special Conditions

The following provisions are 'special conditions' which shall, in the event of any conflict, take precedence over any other provisions of the Call-Off Agreement.

18.	Special Conditions
	<p><b>Special Condition 1:</b></p> <p>The Parties agree that the Local Mandates attached at Appendix 6 of the Call-Off Order Form are interim delegated authorisation letters (the "Interim Delegated Authorisation Letters"). Within four (4) months of the Effective Date, the Contractor shall provide the Customer with the details of any new Local Mandates required for the purpose of any transition from the Government Banking Service to the Contractor's banking bureau services provided to the Customer. Following agreement, any new Local Mandates shall replace the Interim Delegated Authorisation Letters. Any replacement Local Mandates shall be agreed in accordance with Clause 28.7 of the Standard Terms..</p> <p><b>Special Condition 2:</b></p> <p>2.1 Subject to Paragraph 2.2 below, the Contractor shall deliver the Services to the Transformed Service Levels from the earlier of <b>REDACTED FOI ACT SECTION 43, COMMERCIAL INTERESTS</b></p> <p>2.2 Where the Contractor:</p> <ul style="list-style-type: none"> <li>(a) has not Achieved the DWP Transformation Complete Milestone by the date specified in Paragraph 2.1 above; and</li> <li>(b) can demonstrate to the reasonable satisfaction of the Customer that the delivery of the Service to the corresponding Transformed Service Level requires the Transformation to SOP;</li> </ul> <p>it shall continue to meet the Data Book Service Levels in respect of that Service and shall not be required to meet such Transformed Service Level until the Achievement of the DWP Transformation Complete Milestone.</p>

## Section 11: Applicable version of the Framework Agreement

For the purposes of Clause 46.3 of the Call-Off Agreement, the version dated 1 November 2013 of the Framework Agreement shall apply.

## Section 12: Formation of Call-Off Agreement

The execution of this Call-Off Order Form by the Contractor and the Customer shall create a valid and legally binding contract comprising the Standard Terms as amended and supplemented by this Call-Off Order Form.

SIGNED for and on behalf of the Customer:

<b>Signature</b>	
<b>Print Name</b>	
<b>Title</b>	

<b>Date</b>	
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SIGNED for and on behalf of the Contractor:

<b>Signature</b>	
<b>Print Name</b>	
<b>Title</b>	
<b>Date</b>	

## **Appendix 1 (Services)**

### **Part A: Day 1 Service Catalogue**

- 1.1 The Parties agree that the DWP Catalogue shall apply to the provision of each of the Services set out in Table 1.1 (Ordered Day 1 Services).
- 1.2 The Target Volume Forecast for the Services is set out by Service Offering in Table 2.2 (Target Volume Forecast and Annual Volume Forecast) of Appendix 2 (Charges for the Services) to this Call-Off Order Form.

Table 1.1 Day 1 Ordered Day 1 Services

Service			Recipient	Service Period	
Unique Reference Number	Service Offering	Service		Service Start Date	Service End Date
1.1	Resource Services	External Recruitment	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
1.2	Resource Services	Internal Recruitment	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
1.3	Resource Services	Transfers & Secondments	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
1.4	Resource Services	Post Recruitment Services	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
2.1	Employee Life-Cycle Services	Changes of Circumstance	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
2.2	Employee Life-Cycle Services	Grading & Reward Processing	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
2.3	Employee Life-Cycle Services	Attendance Administration and Processing	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date

2.4	<b>Employee Life-Cycle Services</b>	<b>Sickness Administration</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
2.5	<b>Employee Life-Cycle Services</b>	<b>Grievance and Disciplinary Administration</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
2.6	<b>Employee Life-Cycle Services</b>	<b>Terminations</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
3.1	<b>Employee Support</b>	<b>Policy, processing and technical support</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
3.2	<b>Employee Support</b>	<b>System Access Control</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
4.1	<b>Other Employee Services</b>	<b>Performance Management Support</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
4.3	<b>Other Employee Services</b>	<b>Investigation Support</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
4.4	<b>Other Employee Services</b>	<b>Learning &amp; Development Administration</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
4.7	<b>Other Employee Services</b>	<b>Data Protection Act/ Freedom of Information Request/ Data</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date

		<b>Integrity</b>			
4.8	<b>Other Employee Services</b>	<b>Occupational Health Referrals</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
5.1	<b>Payroll</b>	<b>Payroll Processing</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
5.2	<b>Payroll</b>	<b>Payroll Account Maintenance</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
5.3	<b>Payroll</b>	<b>Payroll Administration</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
6.1	<b>Expenses &amp; Allowances</b>	<b>Administration</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
8.2	<b>Financial Accounting</b>	<b>Financial &amp; Year-End Reporting</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
10.1	<b>Finance Operations</b>	<b>GL Processing</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
10.2	<b>Finance Operations</b>	<b>VAT Reporting and Accounting</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
10.3	<b>Finance Operations</b>	<b>Fixed Asset Management</b>	The Customer and each Service	Effective Date	The DWP Transformation Complete Milestone Date

			Recipient		
10.4	<b>Finance Operations</b>	<b>Cash Management &amp; Bank Reconciliation</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
12.4	<b>Other Accounting Services</b>	<b>Project Accounting</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
12.5	<b>Other Accounting Services</b>	<b>Whole of Government Accounts</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
13.1	<b>Revenue &amp; Billing</b>	<b>Customer Management</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
13.2	<b>Revenue &amp; Billing</b>	<b>Invoicing &amp; Billing</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
13.3	<b>Revenue &amp; Billing</b>	<b>Income Collection</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
13.4	<b>Revenue &amp; Billing</b>	<b>Debt Management</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
14.1	<b>Business Intelligence</b>	<b>Report Configuration</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
14.2	<b>Business</b>	<b>Report</b>	The Customer and each Service	Effective Date	The DWP Transformation Complete

	<b>Intelligence</b>	<b>Preparation</b>	Recipient		Milestone Date
15.1	<b>Procurement Services</b>	<b>Catalogue Administration Services</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
15.2	<b>Procurement Services</b>	<b>Non-Catalogue services</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
15.3	<b>Procurement Services</b>	<b>Government Procurement Card</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
16.1	<b>Payment Services</b>	<b>Invoice &amp; Payment Processing</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
16.2	<b>Payment Services</b>	<b>Other Payments (including Expenses)</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
16.3	<b>Payment Services</b>	<b>Grant Payments</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date
16.5	<b>Payment Services</b>	<b>Payment Administration, Query Resolution &amp; Operational Support</b>	The Customer and each Service Recipient	Effective Date	The DWP Transformation Complete Milestone Date v

**Part B: Future Service Catalogue**

Service		Recipient	Service Period	
Unique Reference Number	Service Offering		Service Start Date	Service End Date
1	<b>Resource Services</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
2	<b>Employee Life-Cycle Services</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
3	<b>Employee Support</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
4	<b>Other Employee Services</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
5	<b>Payroll, Expenses and Allowances</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
7	<b>Financial Accounting</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
9	<b>Finance Operations</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
10	<b>Accounting Service Support</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
11.4	<b>Project Accounting, Other Accounting Services</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term

11.5	<b>Whole of Government Accounts, Other Accounting Services</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
12	<b>Revenue &amp; Billing</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
13	<b>Business Intelligence</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
14	<b>Procurement Services</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
15	<b>Payment Services</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
16	<b>Operational Support &amp; Process Development</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term
17	<b>Support Services</b>	The Customer and each Service Recipient	The day following the DWP Transformation Complete Milestone Date	End of Term

## Appendix 2 (Charges for the Services)

### Part A: Charges for the Services

- 1.1 Up to and including 31 October 2015, provided the volume of Ordered Services falls within the Tolerance Band, the Charges for the Ordered Services shall be as set out in Table 2.1 below and payable in accordance with Schedule 3.1 (Charges and Invoicing) to the Standard Terms.
- 1.2 In accordance with Paragraph 3 of Schedule 3.1 (Charges and Invoicing) to the Standard Terms, if the actual volume of Units of Measurement invoiced to the Customer and its Service Recipients in an Accounting Year for a Service Offering falls outside the Tolerance Band for that Service Offering any increase or decrease in the Fixed Charges shall be made in accordance with the Change Control Procedure.

Table 2.1 Fixed Charges

ALL REDACTED FOI ACT SECTION 43, COMMERCIAL INTERESTS

	Unit	Baseline	Y1 (to 31/10/14)	Y2 (to 31/10/15)
Customer	£000's	1,850	REDACTED	REDACTED

By way of example, in the first Contract Year the Customer will pay Fixed Charges of **REDACTED** multiplied by £1,000 = **REDACTED**

### Part B: Target Volume Forecast and Annual Volume Forecast

- 1.1 From **REDACTED** onwards, the Charges payable by a Customer for each Ordered Service shall be calculated on a Volumetric Charge basis (as applicable) and based on the **REDACTED** accordance with Paragraph 4 of Schedule 3.1 (Charges and Invoicing) to the Standard Terms.



### **Appendix 3 (Outline Customer Transformation Plan)**

The Outline Customer Transformation Plan is set out in the file entitled "DWP Outline Customer Transformation Plan" which is included in the compact disc executed by the Parties and dated 1 November 2013 which is attached to this Call-Off Order Form

#### Appendix 4 (Customer Responsibilities)

- 1.1 The responsibilities of the Customer set out in this Appendix 4 constitute the Customer Responsibilities under the Call-Off Agreement.
- 1.2 Any obligations of the Customer in Schedule 4.1 (Solution) shall not be Customer Responsibilities and the Customer shall have no obligation to perform any such obligations unless they are specifically highlighted as "Customer Responsibilities" and cross-referenced in the table below:

Paragraph Reference	Customer Responsibility
None	None

- 1.3 These Customer Responsibilities shall be provided to the Contractor free of charge unless otherwise agreed between the Contractor and the Customer.
- 1.4 The Customer shall:
- (a) perform its obligations which are set out in the Standard Terms, this Call-Off Order Form and the Contract Controlled Documents in a timely manner or within the relevant timescale where a timescale is expressly stated;
  - (b) perform its obligations in respect of its Ordered Services which are set out in:
    - (i) the applicable Day 1 Service Catalogue identified in its Call-Off Order Form until the Service End Date specified in Part A (Day 1 Service Catalogue) of Appendix 1 (Services) above; and
    - (ii) the Future Service Catalogue from the Service Start Date specified in Part B (Future Service Catalogue) of Appendix 1 (Services) above;
 which relate to the Customer's Ordered Services;
  - (c) where its Call-Off Order Form specifies the DWP Catalogue as applying until the Service End Date specified in Part A (Day 1 Service Catalogue) of Appendix 1 (Services) above, meet those DWP Reverse Service Levels:
    - (i) in the column titled "Day 1 Service Levels" in each of the first three (3) Service Measurement Periods from the Framework Effective Date; and
    - (ii) in the column titled "Data Book Service Levels" in each subsequent Service Measurement Period until the relevant Transformed Service Level Start Date, which relate to the Customer's Ordered Services;
  - (d) prior to the relevant Transformed Service Level Start Date, perform its obligations set out in the column titled "Customer Responsibility" in:
    - (i) Table 1: *Service Levels applicable to the DWP Catalogue* in Part A of Annex 1 to Schedule 3.3 (Service Levels) to the Framework Agreement;

- (ii) Table 2: *Service Levels applicable to the Defra Catalogue* in Part A of Annex 1 to Schedule 3.3 (Service Levels) to the Framework Agreement; or
- (iii) Table 3: *Service Levels applicable to the EA Catalogue* in Part A of Annex 1 to Schedule 3.3 (Service Levels) to the Framework Agreement,

(as applicable) in respect of those Service Levels which apply to the Customer's Ordered Services;

- (e) following the relevant Transformed Service Level Start Date, perform its obligations set out in the column titled "Customer Responsibility" in Table 1: *Transformed Service Levels* in Part B of Annex 1 to Schedule 3.3 (Service Levels) to the Framework Agreement in respect of those Service Levels which apply to the Customer's Ordered Services;
- (f) where the Customer has ordered Services from the DWP Catalogue, it shall meet and procure that its Service Recipients meet the Service Levels identified in Table 1: *DWP Catalogue Reverse Service Levels* in Annex 2 to Schedule 3.3 (Service Levels) to the Framework Agreement which are expressly identified as being linked to those Services ordered by the Customer and/or its Service Recipients until the Transformed Service Level Start Date; and
- (g) fulfil its obligations in respect of the governance of Stabilisation and Transformation in accordance with the agreed organisation charts.

No.	Customer Responsibility
1.	The Customer will provide sufficient and suitably qualified and authorised staff to fulfil its roles and duties set out in the relevant Customer's Call-Off Agreement.
2.	The Customer will grant access, upon reasonable notice and in accordance with the Customer's reasonable terms, to its premises and buildings as required by the Contractor to comply with its obligations.
3.	The Customer will provide to the Contractor such Documentation, data and/or other process information which (i) is in its possession or control and (ii) it is permitted to disclose, in each case to the extent that the Contractor reasonably requests such information in relation to activities transferred or retained as part of the delivery of Services.
4.	The Customer will comply with any obligations placed on it in the Security Policy Framework. This includes support for on-going security accreditation, including the provision of details to the Contractor's CLAS consultant during RMADS construction and ISMS documentation which (i) are in the Customer's possession or control, (ii) it is permitted to disclose to the Contractor, and (iii) are reasonably required by the Contractor to comply with its obligations relating to the Security Management Plan. The Customer shall not unreasonably withhold or delay, or unreasonably condition any approvals required by the Contractor in the development of the ISMS and Security Management Plan.

5.	The Customer will perform all scheduled user acceptance tests in accordance with any plan for user acceptance testing which may be agreed in writing between the Parties.
6.	The Customer will provide staff to attend training courses agreed by the Contractor and Customer for any changes to the retained processes provided that the Contractor gives at least thirty (30) days' notice to the Customer of such training courses. The Customer will proactively manage its staff's completion of any computer-based training courses.
7.	The Customer will actively engage in the communications strategy for the retained organisation and agreed in writing by that Customer and the Contractor.
8.	The Customer will adopt those standard operating procedures agreed in writing by the Customer and Contractor and implement such standard operating procedures within the timescales agreed in writing between the Customer and Contractor.
9.	The Customer will be responsible for extracting data and providing accurate data for incorporation into the database described in the approved Service Interface Document in the format specified in that document.
10.	The Customer will not unreasonably withhold or Delay, or unreasonably condition its consent to the processes introduced as part of Transformation.
11.	The Customer will ensure that retained organisation staff undertake Contractor training set out in the relevant Customer Transformation Plan, Stabilisation Plan or Migration Plan and will provide adequate classroom training facilities where it has specified classroom delivery for training of those staff.
12.	<b>REDACTED FOI ACT SECTION 43, COMMERCIAL INTERESTS</b>

## Appendix 5 (Required Insurances)

### 2. Third Party Public & Products Liability Insurance

**(a) Insured:**

The Contractor.

**(b) Interest:**

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

- (i) death or bodily injury to or sickness, illness or disease contracted by any person; and/or
- (ii) loss of or damage to property,

happening during the Period of Insurance set out in Paragraph 1(f) and arising out of or in connection with the provision of the Available Services under the Call-Off Agreement.

**(c) Limit of Indemnity: ALL REDACTED FOI ACT SECTION 43, COMMERCIAL INTERESTS**

Not less than **REDACTED** in respect of any one occurrence, the number of occurrences being unlimited in respect of third party public liability, but **REDACTED** in respect of any one occurrence and in the aggregate per annum in respect of products and pollution liability.

**(d) Territorial Limits:**

United Kingdom.

**(e) Jurisdiction and choice of law relating to policy interpretation:**

Courts of England and Wales and the laws of England and Wales.

**(f) Period of Insurance:**

From the Effective Date and for the Term and renewable on an annual basis unless agreed otherwise.

**(g) Cover Features and Extensions:**

- (i) indemnity to principals clause.

**(h) Principal Exclusions:**

- (i) war and related perils;
- (ii) nuclear and radioactive risks;

- (iii) liability for death, illness, disease or bodily injury sustained by employees of the Insured in the course of their employment;
- (iv) liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles;
- (v) liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured;
- (vi) liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property;
- (vii) liability arising from the ownership, possession or use of any aircraft or marine vessel; and
- (viii) liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

(i) **Maximum Deductible:** **ALL REDACTED FOI ACT SECTION 43, COMMERCIAL INTERESTS**

Not to exceed **REDACTED** for each and every public liability claim (except bodily injury) and **REDACTED** equivalent for each and every products liability claim.

### 3. Professional Indemnity Insurance

(a) **Insured:**

The Contractor.

(b) **Interest:**

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants costs and expenses) as a result of claims first made against the Insured during the Period of Insurance set out in Paragraph 2(f) below by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Available Services under the Call-Off Agreement.

(c) **Limit of Indemnity:**

Not less than **REDACTED** in respect of any one claim and in the aggregate per annum.

(d) **Territorial Limits:**

United Kingdom.

(e) **Jurisdiction and choice of law relating to policy interpretation:**

Courts of England and Wales and the laws of England and Wales.

**ALL REDACTED FOI ACT SECTION 43, COMMERCIAL INTERESTS****(f) Period of Insurance:**

From the Effective Date for the Term and a period of six (6) years following the expiry date or the termination date whichever occurs earlier, and renewable on an annual basis unless agreed otherwise.

**(g) Cover Features and Extensions:**

Retroactive cover to apply to any claims made in respect of the Call-Off Agreement or retroactive date to be no later than the Effective Date.

**(h) Principal Exclusions:**

- (i) war and related perils; and
- (ii) nuclear and radioactive risks.

**(i) Maximum Deductible:**

Not to exceed **REDACTED** equivalent for each and every claim.

**4. United Kingdom compulsory insurances**

- (a) The Contractor is required to meet its United Kingdom and all other statutory insurance obligations in full. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance.
- (b) The limit of indemnity for the employers' liability insurance shall not be less than (or such other limit as may be required by Law from time to time) for any one occurrence inclusive of costs, the number of occurrences being unlimited.
- (c) The employers' liability insurance shall contain an indemnity to principals clause under which the Customer and any Service Recipients shall be indemnified in respect of claims made against the Customer or Service Recipient arising from the acts or omissions under the Call-Off Agreement or the performance by the Contractor of the Available Services.

## **Appendix 6 (Mandates)**

The Interim Delegated Authorisation Letter is set out in the file entitled "Interim Delegated Authorisation Letter" which is included in the compact disc executed by the Parties and dated on or about 1 November 2013 which is attached to this Call-Off Order Form.