

# Framework Schedule 6 (Order Form Template and Call-Off Schedules)

## Order Form

CALL-OFF REFERENCE: 21\_11\_09

THE BUYER: [REDACTED]

BUYER ADDRESS [REDACTED]  
[REDACTED]

THE SUPPLIER: [REDACTED]

SUPPLIER ADDRESS: [REDACTED]

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: N/A

### CUSTOMER HR/COMMERCIAL CONTACT

Name:	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] k
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	

### CUSTOMER ORDER CONTACT

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

### CUSTOMER INVOICING CONTACT

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

**CUSTOMER DATA PROCESSING SECURITY OFFICER**

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

**CUSTOMER DELIVERY ADDRESS FOR ANY GOODS**

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

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated **11/08/2022**.

It's issued under the Framework Contract with the reference number CCS RM6133 for the provision of Employee Benefits.

CALL-OFF LOT(S):

Not Applicable

## CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions) RM6133
3. Call-Off Schedule 20 (Specification)
4. *The following Schedules in equal order of precedence:*

- *Joint Schedules for RM6133 Employee Benefits*
  - *Joint Schedule 2 (Variation Form)*
  - *Joint Schedule 3 (Insurance Requirements)*
  - *Joint Schedule 4 (Commercially Sensitive Information)*
  - *Joint Schedule 6 (Key Subcontractors)*
  - *Joint Schedule 7 (Financial Difficulties)*
  - *Joint Schedule 8 (Guarantee)*
  - *Joint Schedule 9 (Minimum Standards of Reliability)*
  - *Joint Schedule 10 (Rectification Plan)*
  - *Joint Schedule 11 (Processing Data)*
  - *Joint Schedule 12 (Supply Chain Visibility)*
- *Call-Off Schedules for RM6133 Employee Benefits*
  - *Call-Off Schedule 1 (Transparency Reports)*
  - *Call-Off Schedule 2 (Staff Transfer)*
  - *Call-Off Schedule 3 (Continuous Improvement)*
  - *Call-Off Schedule 5 (Pricing Details)*
  - *Call-Off Schedule 6 (ICT Services)*
  - *Call-Off Schedule 7 (Key Supplier Staff)*
  - *Call-Off Schedule 8 (Business Continuity and Disaster Recovery)*
  - *Call-Off Schedule 9 (Security)*
  - *Call-Off Schedule 10 (Exit Management)*
  - ~~*Call-Off Schedule 11 (Installation Works)*~~ *Not Used*
  - *Call-Off Schedule 12 (Clustering)* *Not Used*
  - *Call-Off Schedule 13 (Implementation Plan and Testing)*
  - *Call-Off Schedule 14 (Service Levels)*
  - *Call-Off Schedule 15 (Call-Off Contract Management)*
  - *Call-Off Schedule 16 (Benchmarking)*
  - ~~*Call-Off Schedule 17 (MOD Terms)*~~ *Not used*
  - *Call-Off Schedule 18 (Background Checks)*
  - ~~*Call-Off Schedule 19 (Scottish Law)*~~ *Not used*

- ~~Call-off Schedule 21 (Northern Ireland Law)~~ Not used

5. CCS Core Terms
6. Joint Schedule 5 (Corporate Social Responsibility) RM6133
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

#### CALL-OFF SPECIAL TERMS

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

Special Term 1: Should the Deliverables under the Call-Off Contract include any of the following Services:

- a) Financial Wellbeing;
- b) Green Cars;
- c) Payroll Giving; or
- d) Cycle to work,

as these Services constitute regulated financial activities or have other regulatory requirements, the Buyer will be required to sign an agreement directly with the Supplier's Subcontractor, being the provider of those Services, in addition to the Call-Off Contract, in a form to be agreed between the Buyer and the Subcontractor.

Special term 2 : Call-Off Schedule 10 (Exit Management) changed paragraph 4.4.1 (a) from six months to 12 months

Special term 3 : Call-Off Schedule 13 (Implementation Plan and Testing) paragraph 2.1 included number of days for the Supplier to provide draft implementation plan. Changed Paragraph 7.1 to include the period of implementation Also included Buyer draft implementation plan.

CALL-OFF START DATE: 3<sup>rd</sup> December 2022

CALL-OFF EXPIRY DATE: 2<sup>nd</sup> December 2025

CALL-OFF INITIAL PERIOD: 3 years 0 months

Call-OFF EXTENSION OPTION: Up to 12 Months to 2<sup>nd</sup> December 2026

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

**Online Employee Benefits Platform.** The Supplier shall provide an Online Employee Benefits Platform together with maintenance of the said platform to the Buyers to deliver the following benefits:

	Service	Description	Sub-contractor	Charges	YES/NO
	<b>CORE BENEFITS</b>				
Car	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] date



- Benchmarking using Call-Off Schedule 16 (Benchmarking)

#### REIMBURSABLE EXPENSES

None

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### BUYER'S ENVIRONMENTAL POLICY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### SUPPLIER'S CONTRACT MANAGER

[REDACTED]

#### PROGRESS REPORT FREQUENCY

Please refer to Call-Off Schedule 14 (Service Levels)

#### PROGRESS MEETING FREQUENCY

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

#### KEY STAFF

Refer to Call-Off Schedule 7 (Key Supplier Staff)

#### KEY SUBCONTRACTOR(S)

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

#### COMMERCIALLY SENSITIVE INFORMATION

Located in Joint Schedule 4 (Commercially Sensitive Information)

#### SERVICE CREDITS

Not applicable

#### ADDITIONAL INSURANCES

Not applicable

#### GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)



## SOCIAL VALUE COMMITMENT

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

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

1. BY SIGNING AND RETURNING THIS MASTER CONTRACT SCHEDULE (which may be done

by electronic means) the Service Provider agrees to enter a Call Off Contract with the Customer to

provide the Goods and/or Services in accordance with the terms Call Off Order Form and the Call

Off Terms

2. The Parties hereby acknowledge and agree that they have read the Order Form and the Call

Off Terms and by signing below agree to be bound by this Call Off Contract.

3. The Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the

Customer acknowledges (which may be done by electronic means) the receipt of the signed copy

of the Order Form from the Supplier within two (2) Working Days from receipt.

4. The documents listed under Call-off incorporated terms set out within this Call off Order Form.

5. The signatures of the respective parties are set out in the Docusign signature block at the end

of this Order Form

## 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 Crown 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;

**Joint Schedule 1 (Definitions)**

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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; and

1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

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 " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"><li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li><li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li><li>c) verify the Open Book Data;</li><li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li><li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li></ul>

**Joint Schedule 1 (Definitions)**

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	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>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;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>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;</p> <p>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; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
<b>"Auditor"</b>	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;

<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"Call-Off Contract"</b>	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
<b>"Call-Off Contract Period"</b>	the Contract Period in respect of the Call-Off Contract;
<b>"Call-Off Expiry Date"</b>	the date of the end of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Incorporated Terms"</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>"Call-Off Initial Period"</b>	the Initial Period of a Call-Off Contract specified in the Order Form;
<b>"Call-Off Optional Extension Period"</b>	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
<b>"Call-Off Procedure"</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
<b>"Call-Off Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>"Call-Off Start Date"</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
<b>"CCS"</b>	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;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;

<b>"Central Government Body"</b>	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:  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;
<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>"Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;

<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"Contract Period"</b>	the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Common Vulnerability Scoring Systems"</b>	Quantifies the principal characteristics of a vulnerability and produce a numerical score reflecting its severity.
<b>"Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>"Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:  a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer;  b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted

	<p>accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Civil Service Employee Policy (CSEP)"</b>	Civil Service Employee Policy (CSEP) is an organisation working at the centre of government as part of the Cabinet Office, providing expert Human Resources (HR) services to Civil Service (CS) departments.
<b>"Data Loss Event"</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;



"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Security Policy"	Data Security Policy - a statement that sets out how your organisation protects Authority data.
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");

<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>"Dispute"</b>	any claim, dispute or difference arises 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;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> <li>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</li> <li>b) is required by the Supplier in order to provide the Deliverables; and/or</li> <li>c) has been or shall be generated for the purpose of providing the Deliverables;</li> </ul>
<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>"DPA 2018"</b>	the Data Protection Act 2018;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Election Window"</b>	a period of time specified by the Contracting Authority where the benefits will be unavailable to employees
<b>"Employment Regulations"</b>	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;

<b>"End Date"</b>	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>"Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>"Estimated Year 1 Charges"</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
<b>"Estimated Yearly Charges"</b>	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 Call-off Contract Year; or  iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Existing IPR"</b>	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);
<b>"Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>"FOIA"</b>	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;

<b>"Force Majeure Event"</b>	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> <li>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</li> <li>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> <li>c) acts of a Crown Body, local government or regulatory bodies;</li> <li>d) fire, flood or any disaster; or</li> <li>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> <li>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</li> <li>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</li> <li>iii) any failure of delay caused by a lack of funds;</li> </ul> </li> </ul>
<b>"Force Majeure Notice"</b>	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;
<b>"Framework Award Form"</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>"Framework Contract"</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>"Framework Contract Period"</b>	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
<b>"Framework Expiry Date"</b>	the date of the end of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Incorporated Terms"</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>"Framework Initial Period"</b>	the initial term of the Framework Contract as specified in the Framework Award Form;
<b>"Framework Optional"</b>	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;

<b>"Extension Period"</b>	
<b>"Framework Price(s)"</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>"Framework Special Terms"</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>"Framework Start Date"</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Tender Response"</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
<b>"Further Competition Procedure"</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"General Anti-Abuse Rule"</b>	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
<b>"Good Industry Practice"</b>	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;
<b>"Government"</b>	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;
<b>"Government Data"</b>	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or

	b) any Personal Data for which the Authority is the Data Controller;
<b>"Government Digital Service"</b>	a unit of the Government of the United Kingdom's Cabinet Office tasked with transforming the provision of online public services.
<b>"Government Gateway"</b>	an IT system used to register for online services provided by the UK Government
<b>"Government Procurement Card"</b>	the Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> ;
<b>"Government Service Design Manual"</b>	is intended to support United Kingdom government teams create and run digital services according to their Digital Service Standard and helps people across government build better services and prepare for service assessments.
<b>"Guarantor"</b>	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;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>"Impact Assessment"</b>	<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"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>
<b>"Implementation Plan"</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;

<b>"Independent Control"</b>	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 <b>"Independent Controller"</b> shall be construed accordingly;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	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;
<b>"Initial Period"</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	<ul style="list-style-type: none"> <li>a) in respect of a person:</li> <li>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</li> <li>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</li> <li>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</li> <li>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</li> <li>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</li> <li>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</li> <li>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</li> <li>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</li> <li>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</li> </ul>

<b>"Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, 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>
<b>"Invoicing Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of processing;
<b>"Key Personnel"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p>



	and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
<b>"Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>"Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>"Losses"</b>	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 <b>"Loss"</b> shall be interpreted accordingly;
<b>"Lots"</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>"Man Day"</b>	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Man Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
<b>"Management Charge"</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"Management Information" or "MI"</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>"Marketing Contact"</b>	shall be the person identified in the Framework Award Form;
<b>"MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period
<b>"MI Failure"</b>	means when an MI report: <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> <li>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</li> </ul>

"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"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;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"NCSC Cloud Security Principles"	NCSC Cloud Security Principles - National Cyber Security Centre <b>which defined the security outcomes that the service shall deliver.</b>
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> </ul> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>

<b>"Operational Security Report"</b>	the Report produced by the Supplier which provides evidence of the continuing effectiveness of the security controls throughout the life of the service
<b>"Open Book Data"</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</li> <li>b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</li> <li>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> </li> <li>c) Overheads;</li> <li>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> <li>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</li> <li>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</li> <li>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</li> <li>h) the actual Costs profile for each Service Period;</li> </ul>
<b>"Order"</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>"Order Form Template"</b>	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);

<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the Framework Contract;
<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Prescribed Person"</b>	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: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Processing"</b>	has the meaning given to it in the GDPR;
<b>"Processor"</b>	has the meaning given to it in the GDPR;
<b>"Processor Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

<b>"Prohibited Acts"</b>	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> <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>
<b>"Protective Measures"</b>	<p>appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.</p>
<b>"Recall"</b>	<p>a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
<b>"Recipient Party"</b>	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>
<b>"Rectification Plan"</b>	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> <li>a) full details of the Default that has occurred, including a root cause analysis;</li> <li>b) the actual or anticipated effect of the Default; and</li> </ul>

	c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>"Reimbursable Expenses"</b>	<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 Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> <li>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</li> <li>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</li> </ul>
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>"Relevant Authority's Confidential Information"</b>	<ul style="list-style-type: none"> <li>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);</li> <li>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</li> </ul> <p>information derived from any of the above;</p>
<b>"Relevant Requirements"</b>	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;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;

<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>"Schedules"</b>	any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Architecture"</b>	the service description within which the logical, physical and procedural security controls shall be implemented.
<b>"Security Assurance Statement"</b>	the statement produced by the Supplier which sets out the residual security risk and any proposed activities to be undertaken to remediate the risk
<b>"Security Incident Management Plan"</b>	the plan produced by the Supplier which defines the process for managing security incidents
<b>"Security Incident Response Team"</b>	the virtual team which is put in place to manage the response to a security incident
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>"Security Objectives and Outcomes"</b>	the security characteristics of the service which are set out in the Specification
<b>"Security Penetration Testing"</b>	the process for testing the service to check whether there are any exploitable vulnerabilities.
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;

<b>"Security Team"</b>	the individuals responsible for undertaking all the security related assurance activities required to produce the Security Assurance Statement
<b>"Security Working Group"</b>	the Group made up of the Authority, the Supplier and Customer representatives responsible for managing the delivery of the security assurance statement
<b>"Senior Information Risk Owner"</b>	the HMG representative who is responsible for assuring that any residual security risk is acceptable
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;
<b>"Services"</b>	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>"Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:  a) the Deliverables are (or are to be) provided; or  b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
<b>"SME"</b>	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;
<b>"Software Delivery Life Cycle"</b>	the process for developing, testing and deploying the software underpinning the delivery of the service.
<b>"Special Terms"</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;



<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>"Standards"</b>	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 Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
<b>"Start Date"</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
<b>"Statement of Requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>"Supplier"</b>	the person, firm or company identified in the Framework Award Form;

<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>"Supplier's Confidential Information"</b>	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</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 Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>"Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
<b>"Supplier Non-Performance"</b>	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of Schedule 12 Supply Chain Visibility;

<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
<b>"Termination Notice"</b>	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;
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
<b>"Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests and Testing"</b>	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and <b>"Tested"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Information"</b>	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;
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>"US-EU Privacy Shield Register"</b>	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <a href="https://www.privacyshield.gov/list">https://www.privacyshield.gov/list</a> ;
<b>"User(s)"</b>	an employee that has been registered onto the Online Employee Benefits Platform
<b>"Variation"</b>	has the meaning given to it in Clause 24 (Changing the contract);
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);

**Joint Schedule 1 (Definitions)**

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<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Vulnerability Management Plan"</b>	Vulnerability Management Plan - defines how to deliver the service shall be under mainstream vendor support during the duration of the Framework Agreement. Governance and process whereby all vulnerabilities associated with the service are to be managed and remediated in accordance with timescales defined within the specification.
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and
<b>"Working Day"</b>	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.

## Joint Schedule 2 (Variation Form)

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

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

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

## Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need to have

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

### 2. How to manage the insurance

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



- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### **3. What happens if you aren't insured**

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

### **4. Evidence of insurance you must provide**

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

### **5. Making sure you are insured to the required amount**

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

### **6. Cancelled Insurance**

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

### **7. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to

### **Joint Schedule 3 (Insurance Requirements)**

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claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

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

**ANNEX: REQUIRED INSURANCES**

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

## Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
1	12 <sup>th</sup> July 2022	Call-Off Schedule 5 (Pricing Details.	Duration of the Call-Off Contract
2	12 <sup>th</sup> July 2022	Key Staff located within the Call-Off Order Form.	Duration of the Call-Off Contract
3	12 <sup>th</sup> July 2022	Key Subcontractors contained within Joint Schedule 6 (Key Subcontractors)	Duration of the Call-Off Contract

## Joint Schedule 5 (Corporate Social Responsibility)

### 1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### 2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under 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 Supplier:
  - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
  - 3.1.2 shall not require any Supplier Staff 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 offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

#### **4. Income Security**

##### **4.1 The Supplier shall:**

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

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

## **5. Working Hours**

### **5.1 The Supplier shall:**

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

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
  - 5.3.1 this is allowed by national law;
  - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;  
appropriate safeguards are taken to protect the workers' health and safety; and
  - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## **6. Sustainability**

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

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



## **Joint Schedule 6 (Key Subcontractors)**

### **1. Restrictions on certain subcontractors**

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a New Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a New Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
  - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

## Joint Schedule 6 (Key Subcontractors)

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- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
  - 1.5.1 a copy of the proposed Key Sub-Contract; and
  - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
  - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
  - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
  - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
  - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
  - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
    - (a) the data protection requirements set out in Clause 14 (Data protection);
    - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
    - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
    - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
    - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
  - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
  - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.



## Joint Schedule 7 (Financial Difficulties)

### 1. Definitions

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

<b>"Credit Rating Threshold"</b>	the minimum credit rating level for the Monitored Company as set out in Annex 2 and
<b>"Financial Distress Event"</b>	<p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none"><li>a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;</li><li>b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;</li><li>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;</li><li>d) Monitored Company committing a material breach of covenant to its lenders;</li><li>e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or</li><li>f) any of the following:<ul style="list-style-type: none"><li>i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;</li><li>ii) non-payment by the Monitored Company of any financial indebtedness;</li></ul></li></ul>

- iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;

**"Financial Distress Service Continuity Plan"**

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with each Call-Off Contract in the event that a Financial Distress Event occurs;

**"Monitored Company"**

Supplier the Framework Guarantor/ and Call-Off Guarantor or any Key Subcontractor

**"Rating Agencies"**

the rating agencies listed in Annex 1.

## **2. When this Schedule applies**

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive:
  - 2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and
  - 2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

## **3. What happens when your credit rating changes**

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored

Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- |   |  |
|---|--|
| A | is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;  |
| B | is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date; |
| C | is the value at the relevant date of all account receivables of the Monitored; and   |
| D | is the value at the relevant date of the current liabilities of the Monitored Company.   |

**3.4 The Supplier shall:**

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

- 3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

**4. What happens if there is a financial distress event**

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
- 4.2.1 rectify such late or non-payment; or
  - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
  - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
    - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
    - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
  - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
  - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
  - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.4.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

**5. When CCS or the Buyer can terminate for financial distress**

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
  - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
  - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
  - 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

**6. What happens If your credit rating is still good**

- 6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
  - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and



**Joint Schedule 7 (Financial Difficulties)**

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- 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

## **ANNEX 1: RATING AGENCIES**

Dunn & Bradstreet

## ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

### Part 1: Current Rating

Entity	Credit rating (long term)
██████████	██
██████████████████	██

## Joint Schedule 8 (Guarantee)

### 1. Definitions

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

<b>"Framework Guarantor"</b>	any person acceptable to CCS to give a Framework Guarantee;
<b>"Framework Guarantee"</b>	a deed of guarantee in favour of CCS and all Buyers in the form set out in the Annex to this Schedule;
<b>"Call-Off Guarantee"</b>	a deed of guarantee in favour of a Buyer in the form set out in the Annex to this Schedule; and
<b>"Call-Off Guarantor"</b>	the person acceptable to a Buyer to give a Call-Off Guarantee;

### 2. Framework Guarantee

- 2.1 Where CCS has notified the Supplier that the award of the Framework Contract is conditional upon receipt of prior to the execution of the first Call-Off Contract the Supplier shall provide a valid Framework Guarantee, then on or prior to the execution of the Framework Contract first Call-Off Contract, as a condition for the award of the Framework Contract first Call-Off Contract, the Supplier must have delivered to CCS:
- 2.1.1 an executed Framework Guarantee from a Framework Guarantor; and
  - 2.1.2 a certified copy extract of the board minutes and/or resolution of the Framework Guarantor approving the execution of the Framework Guarantee.
- 2.2 If the Supplier fails to deliver the documents as required by Paragraphs 2.1.1 and 2.1.2 above within 30 days of request then CCS shall be entitled to terminate this Framework Contract without liability and the Buyer shall be entitled to terminate the Call-Off Contract without liability.
- 2.3 Where the CCS has procured a Framework Guarantee from the Supplier pursuant to Paragraph 2.1 CCS may terminate this Framework Contract by issuing a Termination Notice to the Supplier where:
- 2.3.1 the Framework Guarantor withdraws the Framework Guarantee for any reason whatsoever;

- 2.3.2 the Framework Guarantor is in breach or anticipatory breach of the Framework Guarantee;
- 2.3.3 an Insolvency Event occurs in respect of the Framework Guarantor;
- 2.3.4 the Framework Guarantee becomes invalid or unenforceable for any reason whatsoever; or
- 2.3.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the CCS;

and in each case the Framework Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to CCS.

- 2.4 Notwithstanding Clause 19 (Other people's rights in this contract), this Schedule (Guarantee) is intended to confer benefits on Buyers and is intended to be enforceable by Buyers by virtue of the CRTPA.

### **3. Call-Off Guarantee**

- 3.1 Where a Buyer has notified the Supplier that the award of the Call-Off Contract by the Buyer shall be conditional upon receipt of a valid Call-Off Guarantee, then, on or prior to the execution of the Call-Off Contract, as a condition for the award of that Call-Off Contract, the Supplier shall deliver to the Buyer:
  - 3.1.1 an executed Call-Off Guarantee from a Call-Off Guarantor; and
  - 3.1.2 a certified copy extract of the board minutes and/or resolution of the Call-Off Guarantor approving the execution of the Call-Off Guarantee.
- 3.2 Where a Buyer has procured a Call-Off Guarantee from the Supplier under Paragraph 2.4 above, the Buyer may terminate the Call-Off Contract for Material Default where:
  - 3.2.1 the Call-Off Guarantor withdraws the Call-Off Guarantee for any reason whatsoever;
  - 3.2.2 the Call-Off Guarantor is in breach or anticipatory breach of the Call-Off Guarantee;
  - 3.2.3 an Insolvency Event occurs in respect of the Call-Off Guarantor;
  - 3.2.4 the Call-Off Guarantee becomes invalid or unenforceable for any reason whatsoever; or
  - 3.2.5 the Supplier fails to provide the documentation required by Paragraph 3.1 by the date so specified by the Buyer;
  - 3.2.6 and in each case the Call-Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer.

## Annex 1 – Form of Guarantee

**INSERT** NAME OF THE GUARANTOR

- AND -

**INSERT** NAME OF THE BENEFICIARY

### DEED OF GUARANTEE

## DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the                      day of                      20

### PROVIDED BY:

Insert the name of the Guarantor a company incorporated in England and Wales with number **insert company no.** whose registered office is at **insert details of the Guarantor's registered office here** OR a company incorporated under the laws of **insert country**, registered in **insert country** with number **insert number** at **insert place of registration**, whose principal office is at **insert office details** ("**Guarantor**")

### WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

## 1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

**Guidance Note:** Insert and/or settle Definitions, including from the following list, as appropriate to either Framework Guarantee or Call-Off Guarantee

"CCS"	has the meaning given to it in the Framework Contract;
"Beneficiary(s)"	means CCS and all Buyers under all Call-Off Contracts <b><i>insert name of the Buyer with whom the Supplier enters into a Call-Off Contract</i></b> and "Beneficiaries" shall be construed accordingly;
"Call-Off Contract"	has the meaning given to it in the Framework Contract;
"Framework Contract"	means the Framework Contract for the Goods and/or Services dated on or about the date hereof made between CCS and the Supplier;
"Goods"	has the meaning given to it in the Framework Contract;

<b>"Guaranteed Agreement(s)"</b>	means the Framework Contract and all Call-Off Contracts the Call-Off Contract made between the Beneficiary and the Supplier from time to time <b>on insert date</b> ;
<b>"Guaranteed Obligations"</b>	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
<b>"Services"</b>	has the meaning given to it in the Framework Contract;

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

## **2. GUARANTEE AND INDEMNITY**

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all



of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

2.2.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

2.2.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

- 2.3 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

### **3. OBLIGATION TO ENTER INTO A NEW CONTRACT**

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as

the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

#### **4. DEMANDS AND NOTICES**

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

**Insert** Address of the Guarantor in England and Wales

**Insert** Facsimile Number

For the Attention of **Insert** details

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

#### **5. BENEFICIARY'S PROTECTIONS**

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
  - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
  - 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
  - 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

## **6. GUARANTOR INTENT**

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

## **7. RIGHTS OF SUBROGATION**

7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

## **8. DEFERRAL OF RIGHTS**

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
  - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
  - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
  - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
  - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

## **9. REPRESENTATIONS AND WARRANTIES**

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
  - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
  - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
    - 9.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
    - 9.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

9.1.3.3 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

## **10. PAYMENTS AND SET-OFF**

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

## **11. GUARANTOR'S ACKNOWLEDGEMENT**

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

## **12. ASSIGNMENT**

12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

## **13. SEVERANCE**

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed

and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

#### **14. THIRD PARTY RIGHTS**

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

#### **15. SURVIVAL**

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

#### **16. GOVERNING LAW**

16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

**Guidance Note:** Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor

16.5 The Guarantor hereby irrevocably designates, appoints and empowers the Supplier a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales either at its registered office or on facsimile number insert fax no. from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

**Insert name of the Guarantor** acting by **Insert/print names**

Director

Director/Secretary



## Joint Schedule 9 (Minimum Standards of Reliability)

### 1. Standards

- 1.1** No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice (**“Minimum Standards of Reliability”**) at the time of the proposed award of that Call-Off Contract.
- 1.2** CCS shall assess the Supplier’s compliance with the Minimum Standards of Reliability:
- 1.2.1** upon the request of any Buyer; or
  - 1.2.3** whenever it considers (in its absolute discretion) that it is appropriate to do so.
- 1.3** In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 10.4 (When CCS or the Buyer can end this contract).

## Joint Schedule 10 (Rectification Plan)

Request for Revised Rectification Plan			
Details of the Default:	<b>Guidance:</b> Explain the Default, with clear schedule and clause references as appropriate		
Deadline for receiving the Revised Rectification Plan:	add date (minimum 10 days from request)		
Signed by CCS/Buyer :		Date:	
Supplier Revised Rectification Plan			
Cause of the Default	add cause		
Anticipated impact assessment:	add impact		
Actual effect of Default:	add effect		
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>	
	1.	date	
	2.	date	
	3.	date	
	4.	date	
	...	date	
Timescale for complete Rectification of Default	X Working Days		
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>	
	1.	date	
	2.	date	
	3.	date	
	4.	date	
	...	date	
Signed by the Supplier:		Date:	

Review of Rectification Plan CCS/Buyer			
Outcome of review	Plan Accepted Plan Rejected Revised Plan Requested		
Reasons for Rejection (if applicable)	add reasons		
Signed by CCS/Buyer		Date:	

## Joint Schedule 11 (Processing Data)

### Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
  - (a) "Controller" in respect of the other Party who is "Processor";
  - (b) "Processor" in respect of the other Party who is "Controller";
  - (c) "Joint Controller" with the other Party;
  - (d) "Independent Controller" of the Personal Data where there other Party is also "Controller",  
  
in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
  - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it

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

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that :
  - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any 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 UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound,

- uses its best endeavours to assist the Controller in meeting its obligations); and
  - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event; and/or

## **Joint Schedule 11 (Processing Data)**

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

## **Where the Parties are Joint Controllers of Personal Data**

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

## **Independent Controllers of Personal Data**

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30



GDPR and shall make the record available to the other Party upon reasonable request.

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

## **Joint Schedule 11 (Processing Data)**

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27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data

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.

[REDACTED]

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></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 Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• <b><i>The Scope of personal data included is:</i></b> Full Name Workplace Address Workplace Phone Number Workplace Email Address</li></ul>
Duration of the Processing	From the outset of the Framework Agreement date, and up to 6 years after the expiry or termination of the Framework Agreement/Call-Off Contract in order to meet legal obligations.
Nature and purposes of the Processing	Any operation carried out for the purposes of processing applications under the Call Off Contract.

**Joint Schedule 11 (Processing Data)**

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Type of Personal Data	<b>All Data Subjects</b> Full Name Workplace Address Workplace Phone Number Workplace Email Address
Categories of Data Subject	Supplier Staff Buyer Staff
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data	The personal data will be retained for each data subject for up to 6 years after the expiry or termination of the Call-Off Contract/Framework Agreement.

**Annex 2 - Joint Controller Agreement – Not Used**

## Joint Schedule 12 (Supply Chain Visibility)

### 1. Definitions

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

<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"SME"</b>	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 sized enterprises;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of this Schedule 12; and
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

### 2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and

- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

### **3. Visibility of Supply Chain Spend**

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
  - (a) the total contract revenue received directly on the Contract;
  - (b) the total value of sub-contracted revenues under the Contract  
(including revenues for non-SMEs/non-VCSEs); and
  - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant

Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.



## Annex 1

### Supply Chain Information Report template

# Dept SME Data Collection

v2.1

The UK government has made a commitment that 33% of central government procurement spend should go to Small and Medium-sized Enterprises (SMEs), either directly or via the supply chain, before the end of this parliament (2022). To support this key agenda item and to measure progress, the UK government is now requesting that from 1 April 2018 all new contracts valued over £5 million per annum provide data on supply chain spend.

Guidance about the data required is provided below.

**PLEASE NOTE YOU WILL NEED TO COMPLETE A SEPARATE TEMPLATE FOR EACH CONTRACT .**

1) When answering the survey please endeavour to answer every section in full to the best of your knowledge. 2) Please only report on the relevant contract - do not include spend you have with the departments on other contracts

Questions A1-A3: Please specify the numbers in full. All figures should be in GBP pounds sterling. Please see an example of how to complete the questions below.

#### A1. Total contract revenue (£) received directly from selected department including arms length bodies (ALBs)

Supplier X has received £1,200,000 revenue directly from the selected department within the requested financial reporting period. Enter **£1,200,000** for question A1.

£1,200,000 ✓

£1.2m ✗

1.2m ✗

#### A2. Total value of subcontracted revenues (£)

(Please note that this is the total value of all sub-contracted revenues for SMEs and non-SMEs. Of the £1,200,000 Supplier X received directly from the selected department, £50,000 was subcontracted to SMEs and £140,000 was subcontracted to organisations not covered by the definition of an SME. Enter **£190,000** for question A2.

£190,000 ✓

£190k ✗

190k ✗

#### A3. Total value of subcontracted revenues to SMEs (£)

Of the £1,200,000 Supplier X received from the selected department, £50,000 was subcontracted to an SME. Enter **£50,000** for question A3.

£50,000 ✓

£0.05m ✗

0.05m ✖

**Data provided by**

In the event we need to contact you about your return, please provide your full contact details. Please provide details of the preferred contact for future reporting (If different). Please also provide your DUNS Number. The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet which assigns a unique numeric identifier, referred to as a 'DUNS Number' to a single business entity.

## Definitions and Interpretations:

**In this document and all documentation from the Crown Commercial Service SME team:**

1. Department(s) – means central government department that you have a contract with.
2. Supplier(s) – means a company or organisation that sells or supplies goods or services not limited to the UK.
3. SMEs – means Suppliers with less than 250 employees and whose annual turnover does not exceed €50m or annual balance sheet total does not exceed €43m. The organisation also has to be autonomous.
4. Autonomous – means that the SME does not have more than 25% of its capital or voting rights owned by an organisation or multiple organisations that themselves do not meet the definition of a SME.
5. Contract Revenue – means the monetary value (Excl VAT) received through a contract between you and a Central Government Department or its ALBs.
6. Subcontracted Revenue – means the monetary value of the contract (Excl VAT) that has been passed to a supplier within the supply chain. It should not include the suppliers overhead expenditure e.g. cleaning services, that might be provided by an SME.
7. Supply Chain – means all suppliers that are involved in the production, handling, provision and /or distribution of any part of the contract.
8. Contract – means the commercial agreement between the department or its ALB and the supplier for the provision of goods or services.

**[Dept] SME Data Collection**

Please refer to the guidance tab. Please answer questions A1 to A6 ( <u>populating yellow cells only</u> ) as applicable and return to [DEPARTMENTAL CONTACT]		
<b>INSERT YOUR ORGANISATION/COMPANY NAME</b>	Full Year 2018/19 (Apr 2018- Mar 2019)	
<b>SELECT DEPARTMENT</b>	£	%
<b>CONTRACT NAME</b>		
A1. Total contract revenue (£) received directly from selected contract.	£0.00	
A2. Total value of subcontracted revenues (£)	£0.00	
A3. Total value of subcontracted revenues to SMEs (£)	£0.00	

Breakdown of Departmental Contract Revenue (100%=£0)

- Total Revenue retained (£)
- Total subcontracted revenues to non SME (£)
- Total subcontracted revenues to SMEs (£)

Data provided by:	
Name	
Organisation	INSERT YOUR ORGANISATION/COMPANY NAME
DUNS Number	
Email	
Phone	
Date	
Please provide details of the preferred contact for future reporting (If applicable)	
Name	
Email	
Phone	

## **Call-Off Schedule 1 (Transparency Reports)**

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

**Call-Off Schedule 1 (Transparency Reports)**

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**Annex A: List of Transparency Reports**

Title	Content	Format	Frequency
Performance Management	TBA	TBA	TBA
Key Performance Indicators	TBA	TBA	TBA
Key Subcontractors	TBA	TBA	TBA

The Buyer will agree with the Supplier the Transparency Reports required through the Term which may incorporate information from the areas set out in the table above. Please note, the above is not an exhaustive list.

## Call-Off 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):

**"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;
- 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;

## Call-Off Schedule 2 (Staff Transfer)

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	<p>f) claims whether in tort, contract or statute or otherwise;</p> <p>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;</p>
<b>"Former Supplier"</b>	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 Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
<b>"Partial Termination"</b>	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);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	in 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;
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	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;

## Call-Off Schedule 2 (Staff Transfer)

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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



## Call-Off Schedule 2 (Staff Transfer)

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- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

<b>"Term"</b>	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;
<b>"Transferring Buyer Employees"</b>	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;
<b>"Transferring Former Supplier Employees"</b>	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 A (Staff Transfer At Start Date — Outsourcing From the Buyer)~~  
Not Used
- ~~Part B (Staff Transfer At Start Date — Transfer From Former Supplier)~~  
Not Used
- ~~Part C (No Staff Transfer On Start Date)~~
- ~~Part D (Pensions)~~ Not Used
  - ~~Annex D1 (CSPS)~~
  - ~~Annex D2 (NHSPS)~~
  - ~~Annex D3 (LGPS)~~
  - ~~Annex D4 (Other Schemes)~~

*Part E (Staff Transfer on Exit)*

**Call-Off Schedule 2 (Staff Transfer)**

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**~~Part A: Staff Transfer at the Start Date- Not Used~~**

**Call-Off Schedule 2 (Staff Transfer)**

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**~~Part B: Staff transfer at the Start Date- Not Used~~**

## **Part C: No Staff Transfer on the Start Date**

### **1. What happens if there is a staff transfer**

- 1.1 The Buyer and the Supplier 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 Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
  - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
  - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
  - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
  - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:
  - (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
  - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
  - 1.3.1 for 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 relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

## **Call-Off Schedule 2 (Staff Transfer)**

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- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

## **2. Limits on the Former Supplier's obligations**

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

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**~~Part D: Pensions~~ — Not Used**

**Call-Off Schedule 2 (Staff Transfer)**

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~~Annex D2: NHS Pension Schemes~~ — Not Used

## **Part E: Staff Transfer on Exit**

### **1. Obligations before a Staff Transfer**

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer 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 Buyer at any time (provided that the Buyer 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 Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor 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, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces



## **Call-Off Schedule 2 (Staff Transfer)**

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not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not 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 Supplier's Provisional Supplier Personnel List;
- 1.5.3 not 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);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;

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- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
  - 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
  - 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
  - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
  - 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph **Error! Reference source not found.** of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
  - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require 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 Fair Deal Schemes (as defined in Part D: Pensions); and
  - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on

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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 Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier 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 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier 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 Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity 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

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Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.

- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

- 2.6 The indemnity in Paragraph 2.5 shall not apply to:

- 2.6.1 (a) any claim for 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, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
- 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

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- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (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 Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

## **Call-Off Schedule 3 (Continuous Improvement)**

### **1. BUYER'S RIGHTS**

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

### **2. SUPPLIER'S OBLIGATIONS**

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

### **Call-Off Schedule 3 (Continuous Improvement)**

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
  - 2.8.1 the Supplier 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 Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

## Call-Off Schedule 4 (Call Off Tender)

The below table sets out the Social Value deliverables which the Supplier will target throughout the Contract Period, firm targets and to be agreed during Implementation:

Supplier Social Value Deliverables		
Social Value Theme	Social Value policy outcomes	Targets
Fighting Climate Change	Environmental Impacts from the Supplier are reduced	Reduce the Carbon Footprint by reducing waste and consumption of resources. Work towards designing eco mobility services for food waste.
Equal Opportunity	Improved skills	Contribute to local development of the workforce including those with disabilities through training and talent sessions. That result In recognised qualifications.
	Improved Employability	Work towards being a diverse Supplier of choice through targeting the gender pay gap and referring to the 'Gender Equality Index'
Wellbeing	Improved Wellbeing	Improve the wellbeing of Supplier staff through development sessions. As well as, improving and promoting healthy and sustainable eating.
	Modern slavery risks are reduced	Provide training to Supplier staff delivering the services in Call-Off Schedule 20 (Specification) mitigating modern slavery risks.



### Call-Off Schedule 5 (Pricing Details)

[REDACTED]	[REDACTED]
[REDACTED]  [REDACTED] e  [REDACTED] [REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED]	[REDACTED]  [REDACTED]  [REDACTED]  [REDACTED])
[REDACTED]  [REDACTED]  [REDACTED]  [REDACTED] [REDACTED]  [REDACTED] [REDACTED]	[REDACTED]  [REDACTED]  [REDACTED]  [REDACTED]  [REDACTED]

[REDACTED]  
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[REDACTED]

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

[REDACTED]  
[REDACTED]  
[REDACTED]

<div data-bbox="204 286 663 322" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="204 409 778 445" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="204 448 311 483" data-label="Text"><p>[REDACTED]</p></div>	<div data-bbox="810 230 1024 266" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="810 351 1024 387" data-label="Text"><p>[REDACTED]</p></div>
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## Call-Off 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):

<b>"Buyer Property"</b>	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
<b>"Buyer Software"</b>	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
<b>"Buyer System"</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
<b>"Commercial off the shelf Software" or "COTS Software"</b>	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
<b>"Defect"</b>	any of the following: <ul style="list-style-type: none"><li>g) any error, damage or defect in the manufacturing of a Deliverable; or</li><li>h) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</li><li>i) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse</li></ul>

effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or

j) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

**"Emergency Maintenance"**

ad hoc and unplanned maintenance provided by the Supplier 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 Buyer System and the Supplier System;

**"Licensed Software"**

all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off 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 Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

<b>"Open Source Software"</b>	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
<b>"Operating Environment"</b>	<p>means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none"><li>a) the Deliverables are (or are to be) provided; or</li><li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or</li><li>c) where any part of the Supplier System is situated;</li></ul>
<b>"Permitted Maintenance"</b>	has the meaning given to it in paragraph 8.2 of this Schedule;
<b>"Quality Plans"</b>	has the meaning given to it in paragraph 6.1 of this Schedule;
<b>"Sites"</b>	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
<b>"Software"</b>	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
<b>"Software Supporting Materials"</b>	has the meaning given to it in paragraph 9.1 of this Schedule;
<b>"Source Code"</b>	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

**"Specially Written Software"**

any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) 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;

**"Supplier System"**

the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

**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 Deliverables.

**3. Buyer due diligence requirements**

- 3.1. The Supplier 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 Deliverables of the Buyer 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 Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

- 3.2. The Supplier confirms that it has advised the Buyer 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 Supplier 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 Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
  - 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 Call Off Schedule 14 (Service Levels) and Documentation; and
    - 4.1.2.3. not infringe any IPR.

#### **5. Provision of ICT Services**

- 5.1. The Supplier shall:
  - 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer 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 Supplier 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 Supplier System will be free of all encumbrances;
  - 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier 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 Deliverables;

#### **6. Standards and Quality Requirements**

- 6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables 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 Supplier shall seek Approval from the Buyer (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 Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
  - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables 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 Deliverables; and
  - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

## 7. ICT Audit

- 7.1. The Supplier shall allow any auditor access to the Supplier 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 Supplier System and pre-operational environment such as information relating to Testing;
  - 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

## 8. Maintenance of the ICT Environment

- 8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4. The Supplier 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 Deliverables.

## 9. Intellectual Property Rights in ICT

### 9.1. Assignments granted by the Supplier: Specially Written Software

9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), 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 Supplier shall:

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

9.1.2.2. deliver to the Buyer 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 provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer 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 Buyer of any of the Supplier'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 Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the

full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3. The Supplier 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 Buyer.

**9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer**

9.2.1. Unless the Buyer gives its Approval the Supplier 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 Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer 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 Call Off 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 Supplier.

9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier 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 Buyer Approves the terms of the licence from the relevant third party.

9.2.4. Where the Supplier is unable to provide a license to the Supplier'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 Supplier 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 Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

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

- 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier 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 Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee 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 Supplier shall notify the Buyer 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. Buyer's right to assign/novate licences**

- 9.4.1. The Buyer 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 any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer 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 Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables 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 Supplier on the same terms as set out in Clause 15 (Confidentiality).

## 9.6. Open Source Publication

9.6.1. Unless the Buyer 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 Supplier shall also provide the converted format to the Buyer) into a format, which is:

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

9.6.1.2. based on Open Standards (where applicable),

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

9.6.2. The Supplier 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 Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer 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 Buyer System;

9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer 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 Buyer into disrepute;

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

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 Buyer to the Supplier; and

9.6.2.6. do not contain any Malicious Software.

9.6.3. Where the Buyer has Approved a request by the Supplier 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 Supplier 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 Supplier shall:

9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables 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 Deliverables 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 Deliverables as Open Source.

## 9.7. **Malicious Software**

- 9.7.1. The Supplier 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 Deliverables 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 Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
  - 9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

## Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
  - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; 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 Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.



## Annex 1- Key Roles

Key Role	Key Staff	Contract Details
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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

### 1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

### 2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days following the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:

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

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

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

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

#### **4. Business Continuity (Section 2)**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
  - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
  - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
  - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
  - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
  - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

## **5. Disaster Recovery (Section 3)**

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
  - 5.2.1 loss of access to the Buyer Premises;
  - 5.2.2 loss of utilities to the Buyer Premises;
  - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
  - 5.2.4 loss of a Subcontractor;
  - 5.2.5 emergency notification and escalation process;
  - 5.2.6 contact lists;
  - 5.2.7 staff training and awareness;
  - 5.2.8 BCDR Plan testing;
  - 5.2.9 post implementation review process;
  - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed

relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

## 6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every twelve (12) months;

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

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

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

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report

and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

## **7. Testing the BCDR Plan**

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
  - 7.1.2 in the event of any major reconfiguration of the Deliverables
  - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
  - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
  - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

## **8. Invoking the BCDR Plan**

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

## **9. Circumstances beyond your control**

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



## Call-Off Schedule 9 (Security)

### Part A: Short Form Security Requirements

#### 1. Definitions

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

**"Breach of Security"**

the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

**"Security Management Plan"**

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

#### 2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has

undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

### **3. Security Standards**

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
  - 3.2.1 is in accordance with the Law and this Contract;
  - 3.2.2 as a minimum demonstrates Good Industry Practice;
  - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

## **4. Security Management Plan**

### **4.1 Introduction**

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

### **4.2 Content of the Security Management Plan**

- 4.2.1 The Security Management Plan shall:

- (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only

reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

#### **4.3 Development of the Security Management Plan**

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

#### **4.4 Amendment of the Security Management Plan**

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
  - (a) emerging changes in Good Industry Practice;
  - (b) any change or proposed change to the Deliverables and/or associated processes;
  - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
  - (d) any new perceived or changed security threats; and

- (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
  - (a) suggested improvements to the effectiveness of the Security Management Plan;
  - (b) updates to the risk assessments; and
  - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## **5. Security breach**

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
  - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
    - (a) minimise the extent of actual or potential harm caused by any Breach of Security;
    - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
    - (c) prevent an equivalent breach in the future exploiting the same cause failure; and

- (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## **Part B: Long Form Security Requirements – NOT USED**

## Call-Off Schedule 10 (Exit Management)

### 1. Definitions

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

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



<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

## **2. Supplier must always be prepared for contract exit**

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

("Registers").

2.3 The Supplier 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 Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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

### 3. Assisting re-competition for Deliverables

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

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

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

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

### 4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in

Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
  - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
  - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier 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 Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
  - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
  - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
  - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
  - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
  - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
  - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier 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 Buyer for an up-to-date copy of the Exit Plan;
    - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10)

Working Days after the date of the Termination Assistance Notice;

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

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

- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier 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 Supplier.

## 5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (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 period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

## **6. Termination Assistance Period**

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

## **7. Obligations when the contract is terminated**

- 7.1 The Supplier 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 Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
  - 7.2.1 vacate any Buyer Premises;
  - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the

Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

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

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier 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 Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

## **8. Assets, Sub-contracts and Software**

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

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

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

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

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**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 Buyer and/or the Replacement Supplier requires the continued use of; and

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

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

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier 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 Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier 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 Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, 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 Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, 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 Buyer (and/or Replacement Supplier) 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 Buyer shall not be obliged to pay for costs incurred by the Supplier 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 Buyer and/or the Replacement and the Supplier as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
  - 10.1.2 the Buyer or Replacement Supplier (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 Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.



## Call-Off Schedule 11 (Installation Works)

NOT USED

## **Call-Off Schedule 12 (Clustering) – NOT USED**

# Call-Off 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):

<b>"Delay"</b>	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
<b>"Deliverable Item"</b>	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
<b>"Milestone Payment"</b>	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;
<b>Implementation Period"</b>	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 Supplier shall provide a further draft Implementation Plan 20 calendar days after the Call-Off Contract Effective 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 Buyer may otherwise require; and
  - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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- 2.4 The Supplier 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 Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

### **3. Reviewing and changing the Implementation Plan**

- 3.1 Subject to Paragraph 3.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 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 Supplier to comply with the Implementation Plan shall be a material Default.

### **4. Security requirements before the Start Date**

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not

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

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the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

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

### 5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
  - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
  - 5.1.3 comply with the Buyer'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.

### 6. 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 Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
  - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
    - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
    - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

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- 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 Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer 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 four (4) Month period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
  - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(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 Buyer 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 Supplier to enable the full completion of the Implementation Period activities; and
  - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, 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 Supplier will work with the incumbent Supplier and the Buyer 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 Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
  - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period,

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

- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
  - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
  - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 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 Buyer detailing how risks and issues will be effectively communicated to the Buyer 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 Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; 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 Supplier.

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

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**Annex 1: Implementation Plan**

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

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments	Delay Payments
Target Effective Date			29 <sup>th</sup> July 2022	Buyer and Supplier to sign the contract	N/A	N/A
Online Benefits Portal Review			TBC by the Supplier	Buyer to review the Suppliers solution.	N/A	N/A
Specify Minimum and Maximum Voucher value			TBC by Supplier	Buyer to specify the Minimum and Maximum Voucher value.	N/A	N/A
Marketing and Comms			TBC by the Supplier	Buyer to review marketing and comms prior to release	N/A	N/A
Commencement Date			3 <sup>rd</sup> December 2022			
<p>The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)</p> <p>For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be: N/A</p>						



## Part B - Testing

### 1. Definitions

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

<b>"Component"</b>	any constituent parts of the Deliverables;
<b>"Material Test Issue"</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>"Satisfaction Certificate"</b>	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
<b>"Severity Level"</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>"Test Issue Management Log"</b>	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
<b>"Test Issue Threshold"</b>	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
<b>"Test Reports"</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>"Test Specification"</b>	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
<b>"Test Strategy"</b>	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
<b>"Test Success Criteria"</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;

**"Test Witness"**

any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and

**"Testing Procedures"**

the applicable testing procedures and Test Success Criteria set out in this Schedule.

**2. How testing should work**

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
  - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
  - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
  - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

**3. Planning for testing**

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
  - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
  - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
  - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
  - 3.2.4 the procedure to be followed to sign off each Test;
  - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

## **Call-Off Schedule 13 (Implementation Plan and Testing)**

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- 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
- 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

### **4. Preparing for Testing**

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

### **5. Passing Testing**

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

### **6. How Deliverables will be tested**

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
  - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
  - 6.2.2 a plan to make the resources available for Testing;
  - 6.2.3 Test scripts;

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

6.2.5 expected Test results, including:

- (a) a mechanism to be used to capture and record Test results; and
- (b) a method to process the Test results to establish their content.

## **7. Performing the tests**

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

7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.

7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.

7.4 The Buyer may raise and close Test Issues during the Test witnessing process.

7.5 The Supplier shall provide to the Buyer in relation to each Test:

7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and

7.5.2 the final Test Report within 5 Working Days of completion of Testing.

7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

7.6.1 an overview of the Testing conducted;

7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;

7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and

7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

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- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

### **8. Discovering Problems**

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

### **9. Test witnessing**

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
  - 9.3.1 shall actively review the Test documentation;
  - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an

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informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

- 9.3.3 shall not be involved in the execution of any Test;
  - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
  - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
  - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

### **10. Auditing the quality of the test**

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

### **11. Outcome of the testing**

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

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- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
  - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
  - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
  - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
  - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
  - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion

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(without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

## **12. Risk**

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.



## **Annex 1: Test Issues – Severity Levels**

### **1. Severity 1 Error**

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

### **2. Severity 2 Error**

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

### **3. Severity 3 Error**

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

### **4. Severity 4 Error**

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

### **5. Severity 5 Error**

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

## Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

### Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

## Call-Off Schedule 14 (Service Levels)

### 1. Definitions

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

<b>"Service Credits"</b>	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Order Form;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	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 Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer 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 Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer 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 Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;

#### Call-Off Schedule 14 (Service Levels)

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

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

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier 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 Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

### 3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

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

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

## Part A: Service Levels and Service Credits

### 1. Service Levels

If the level of performance of the Supplier:

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

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

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 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 Buyer shall use the Performance Monitoring Reports supplied by the Supplier 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 Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

## Annex A to Part A: Services Levels and Service Credits Table

### BASELINE SERVICE LEVELS FOR EMPLOYEE BENEFITS

Service Level Performance Criteria	Description	%	Service Credit
Online Portal	<p>The online portal shall be made available fifty two (52) weeks a year, except for agreed downtime and maintenance</p> <p>The Supplier shall ensure that the online portal integrates with all the chosen third party benefit platform providers</p>	<p>100%</p> <p>100%</p>	
Maintenance and Upgrades	<p>All essential scheduled maintenance and/or system upgrades shall occur outside the hours of 07:30 to 20:00 GMT (or BST as appropriate) Monday to Friday</p> <p>The Supplier shall provide notification of scheduled maintenance and/or system upgrades to the Buyer lead contact.</p> <p>A message shall be placed on the online platform at least 2 weeks in advance of the action taking place, followed by subsequent reminders 48 and 24 hours prior to the upgrade</p> <p>When required the Supplier and The Buyer shall ensure any system maintenance/upgrades are tested via the Buyer networks prior to the upgrade version release going live</p> <p>If supporting action is required by the Buyer to assist the Supplier with a system upgrade, the Supplier shall provide full details 2 weeks in advance</p>	<p>100%</p> <p>100%</p> <p>100%</p> <p>100%</p> <p>100%</p>	
Telephone Support Services	All telephone support line services for Buyer Employees and the Buyer's HR and payroll teams shall be available Monday to Friday 08:00 to 18:00, fifty	>= 99%	

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	two (52) weeks a year (or as defined by the Buyer ) excluding Public and Bank Holidays	>=99%	
	All telephone messages and emails responded to within 24 hours		
Employee Discounts	Process all cash-back claims so that it reaches the recipient's bank account within 10 working days of the recipient making a request or an alternative period specified by the Buyer.	95%	
	Process card top-ups within retailers' normal top up periods	100%	
	Ensure e-vouchers/instant vouchers are produced immediately	100%	
Childcare Vouchers	Childcare Vouchers issued by the agreed release dates with the Buyer.	100%	
Reward & Recognition	The Supplier collects, collates and processes individual or bulk order on a daily basis for all paper and e-vouchers and gift cards	100%	
	Vouchers will be dispatched by first class post within one working day of receipt	100%	
Payroll Giving	User donations distributed to individual charities in line with HMRC guidance and legislation	100%	
Cycle to Work	Cycles and vouchers for Cycles are delivered within the timescales agreed between the Buyer and the Supplier	>=99%	
Technology and Smartphone Benefit	Products are delivered in timescales agreed between the Buyer and the Supplier	>=99%	
Green Car Scheme	Supplier responds to new orders within 24 hours	100%	
Complaints	As a minimum complaints must be acknowledged within 24 hours.	>=99%	
	Complaints to be satisfactorily resolved within 5 working days or as agreed with the Buyer.	>=99%	

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Customer Satisfaction	Any required customer satisfaction surveys to meet agreed target measures	>=98%	
Contract Management	All invoices to be provided with supporting data and received at the times agreed with the Buyer.	100%	
Management Information	Management information to be delivered at agreed periods with The Buyer (agreed at Implementation stage)	100%	
	All ad hoc and urgent MI in relation to Freedom of Information requests, Minister's questions and Parliamentary questions will be provided within the timelines outlined for each request by the Buyer.	100%	

Service Credits do not apply.



## Part B: Performance Monitoring

### 1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer 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.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 1.2.3 details of any Critical Service Level Failures;
  - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 1.2.5 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
  - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 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 Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
  - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

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- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

**2. Satisfaction Surveys**

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

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

### 1. Definitions

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

**"Operational Board"** the board established in accordance with paragraph 2.1 of this Schedule;

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

### 2. Project Management

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

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

### 3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract

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

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Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

### **4. Role of the Operational Board**

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex A of this Schedule and the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

### **5. Contract Risk Management**

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, 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.

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

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- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

## Annex A: Contract Boards

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

Name of Board	Members	Frequency of Meetings	Location of meetings
Employee Benefits Operational Board	Buyer's Contract Manager or equivalent representative  Supplier's Contract Manager or equivalent representative.  Any other members as appropriate and agreed by both parties.	Quarterly business review or as agreed by the relevant parties with Buyer Contract Manager, Buyer key stakeholders and Supplier.	At Buyers Head Office: or virtually if this is not possible.

## Call-Off Schedule 16 (Benchmarking)

### 1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

<b>"Benchmark Review"</b>	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
<b>"Benchmarked Deliverables"</b>	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
<b>"Comparable Rates"</b>	the Charges for Comparable Deliverables;
<b>"Comparable Deliverables"</b>	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
<b>"Comparison Group"</b>	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
<b>"Equivalent Data"</b>	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
<b>"Good Value"</b>	that the Benchmarked Rates are within the Upper Quartile; and
<b>"Upper Quartile"</b>	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

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### **2. When you should use this Schedule**

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

### **3. Benchmarking**

#### **3.1 How benchmarking works**

- 3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.



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### **3.2 Benchmarking Process**

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
  - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
  - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
    - (i) market intelligence;
    - (ii) the benchmarker's own data and experience;
    - (iii) relevant published information; and
    - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
  - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
  - (c) using the Equivalent Data, calculate the Upper Quartile;
  - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to

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undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

### 3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

## Call-Off Schedule 17 (MOD Terms) – NOT USED

### ~~1 Definitions~~

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

~~"MOD Terms and Conditions" the terms and conditions listed in this Schedule;~~

~~"MOD Site" shall include any of Her Majesty's Ships or Vessels and Service Stations;~~

~~"Officer in charge" shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;~~

### ~~2 Access to MOD sites~~

~~2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.~~

~~2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.~~

~~2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.~~

## Call-Off Schedule 17 (MOD Terms)

Call-Off Ref:

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- ~~2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.~~
- ~~2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.~~
- ~~2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.~~
- ~~2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.~~
- ~~2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier~~

**Call-Off Schedule 17 (MOD Terms)**

Call-Off Ref:

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**~~3 DEFCONS AND DEFFORMS~~**

**~~3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.~~**

**~~3.2 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.~~**

## ~~ANNEX 1 - DEFCONS & DEFFORMS~~

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

The following MOD DEFCONS and DEFFORMS form part of this contract:

### ~~DEFCONS~~

<del>DEFCON No</del>	<del>Version</del>	<del>Description</del>

### ~~DEFFORMS (Ministry of Defence Forms)~~

<del>DEFFORM No</del>	<del>Version</del>	<del>Description</del>

## **Call-Off Schedule 18 (Background Checks)**

### **1. When you should use this Schedule**

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

### **2. Definitions**

**“Relevant Conviction”** means any conviction listed in Annex 1 to this Schedule.

### **3. Relevant Convictions**

3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

## **Annex 1 – Relevant Convictions**

A Relevant Conviction will be determined when the Supplier advises the Buyer of any Convictions found and those that the Buyer deems to be relevant to the Service



## Call-Off Schedule 19 (Scottish Law)- NOT USED

### 1. ~~When you should use this Schedule~~

- 1.1 ~~This Call Off Schedule 19 may be included to adapt the Core Terms and Schedules so that the Call Off Contract is under Scottish Law.~~

### 2. ~~Changes to the Core Terms~~

- 2.1 ~~Clause 19, (Other people's rights in this contract) – "Contract Rights of Third Parties Act (CRTPA)" shall be replaced by "Contract (Third Party Rights) (Scotland) Act 2017 (CTPRSA)". References to "CRTPA" shall be replaced by "CTPRSA".~~

#### 2.2 ~~Clause 34 (Resolving Disputes):~~

- 2.2.1 ~~Clause 34.2 – add the following wording: "The governing law and jurisdiction provisions of CEDR's Model Mediation Agreement shall be deemed to be amended to refer to the laws of Scotland and the Court of Session."~~

- 2.2.2 ~~Clause 34.3 The term "Courts of England and Wales" shall be amended to read "Court of Session"~~

#### 2.2.3 ~~Clause 34.4 – Conduct of Arbitration.~~

- (a) ~~The words "under the London Court of International Arbitration rules current at the time of the Dispute" shall be deleted.~~
- (b) ~~The seat or legal place of the arbitration shall be amended so that it takes place in "Edinburgh" as opposed to "London".~~
- (c) ~~Add the following wording "The arbitration shall be conducted in accordance with the Arbitration (Scotland) Act 2010 subject to disapplication in whole or in part of any of the default rules of the Scottish Arbitration Rules comprising Schedule 1 to that Act as the Parties may agree."~~

- 2.3 ~~Clause 35 (Which Laws apply) – the words "English Law" shall be replaced by "the Law of Scotland".~~

### 3. ~~Changes to the Joint Schedules~~

#### 3.1 ~~Joint Schedule 1 – Definitions shall be amended as follows:~~

- 3.1.1 ~~The definition of "CRTPA" shall be replaced by "CTPRSA" the Contract (Third Party Rights) (Scotland) Act 2017".~~
- 3.1.2 ~~In the definition of "Dispute" the reference to "English law" shall be replaced by "the Law of Scotland" and the reference to the "English courts" shall be replaced by the "courts of Scotland".~~
- 3.1.3 ~~In the definition of "Insolvency Event" – the word "Assignment" replaced by "Assignment".~~

- 3.1.4 ~~In the definition of “Losses” the word “tort” shall be replaced with “delict”.~~
- 3.1.5 ~~In part (a) of the definition of “Intellectual Property Rights” the words “Know-How” and “trade secrets” refer to pre-existing know-how and trade secrets only.~~
- 3.1.6 ~~“Working Day”: reference to “England and Wales” replaced by “Scotland”~~

**3.2 ~~Where a Call Off Guarantee is selected, the following provisions of Joint Schedule 8 – Guarantee shall be amended as follows:~~**

- 3.2.1 ~~Annex 1 – Form of Guarantee WHEREAS (B) “deed” replaced by “contract”~~
- 3.2.2 ~~Throughout the whole Schedule delete all references to “deed of Guarantee” merely express as “Guarantee”~~
- 3.2.3 ~~Clause 4.1 Delete references to “England and Wales” when referring to addresses.~~
- 3.2.4 ~~Clause 12 – the word “assignment” shall be amended to “assignation”.~~
- 3.2.5 ~~Clause 14 – “Contract (Rights of Third Parties) Act 1999” shall be amended to “Contract (Third Party Rights) (Scotland) Act 2017”.~~
- 3.2.6 ~~Clause 16 Governing Law (add “and Jurisdiction”). References to “Courts of England” to be replaced by “Court of Session”. References to “English” to be replaced by “Scottish”. References to “England and Wales” to be replaced by “Scotland”.~~
- 3.2.7 ~~Alter execution strip to read as follows:~~  
~~“IN WITNESS WHEREOF THESE PRESENTS CONSISTING OF THIS PAGE AND THE [ ] PRECEDING PAGES ARE EXECUTED IN DUPLICATE AS FOLLOWS:~~

~~SIGNATURE:~~

~~NAME:~~

~~POSITION:~~

~~PLACE OF SIGNING:~~

~~DATE:~~

~~WITNESS:~~

~~WITNESS NAME:~~

~~WITNESS ADDRESS:”~~

#### **4. ~~Changes to Call Off Schedules~~**

**[Buyer Guidance]** Insert any amendments to the Call Off schedules where Scottish Law applies]

#### **5. ~~References to Legislation~~**

~~Where legislation applicable to England and Wales only is expressly mentioned in this Call Off Contract it shall have the effect of substituting the equivalent legislation applicable in Scotland.~~

## Call-Off Schedule 20 (Call-Off Specification)

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

### Employee Benefits Specification

#### 1. Introduction

- 1.1** At the request of the Buyer This Call off Contract shall include some and/or the following core Employee Benefits provided via an Online Employee Benefits Platform. Childcare Voucher Scheme, Cycle to Work Scheme, Reward and Recognition Scheme, Payroll Giving scheme, Employee Discounts Scheme, Discounted Gym Membership Scheme, Technology and Smartphone Discounts Scheme, Financial Wellbeing Scheme, and Green Car Scheme as detailed in paragraph 2 - Description of services.

#### 2. Description of services

- 2.1 Online Employee Benefits Platform** – The Supplier shall provide an Online Employee Benefits Platform together with maintenance of the said platform to the Buyer to deliver the following benefits :
- 2.1.1 Childcare Voucher Scheme** – The Supplier shall provide childcare vouchers covering all types of childcare provision. Please refer to paragraph 4;
- 2.1.2 Cycle to Work Scheme** – The Supplier shall provide an HMRC approved Cycle-to-Work Scheme that includes the provision of cycles and cycle safety equipment supplied through approved cycle outlets nationwide. The scheme shall adhere to the Department of Transport Cycle to Work policy. Please refer to paragraph 5;
- 2.1.3 Reward and Recognition Scheme** – The Supplier shall provide a Reward and Recognition Scheme covering a range of loyalty, Reward and Recognition awards. The awards shall be made through vouchers and gift cards covering a range of goods and services and shall include branded high street names as well as local offers as requested by the Buyer. Please refer to paragraph 6;
- 2.1.4 Payroll Giving Scheme** - The Supplier shall provide a HMRC approved Payroll Giving Scheme to allow the Buyer's employees to give money to UK registered charities of their choice from their gross pay. Please refer to paragraph 7;
- 2.1.5 Employee Discounts Scheme** - The Supplier shall provide employee discounts on a range of goods and services. These shall appeal to the diverse employee base of the Buyer and shall include branded high street names as well as local offers. Please refer to paragraph 8;
- 2.1.6 Discounted Gym Membership Scheme** – The Supplier shall provide a discounted gym memberships to cover gyms and leisure centres as well as exercise and fitness classes delivered through high street names, independents and local providers. Please refer to paragraph 9;
- 2.1.7 Technology and Smartphone Discount Scheme** – The Supplier shall provide technology and smartphone discounts to Buyer's employees including discounts on the latest technology from leading manufacturers. Please refer to paragraph 10;

**2.1.8 Financial Wellbeing Scheme** - The Supplier shall provide an on-line financial education service and a range of products and services aimed at improving the Buyer employees' financial well-being. Please refer to paragraph 11; and

**2.1.9 Green Car Scheme** - The Supplier shall provide a Green Car Scheme that provides access to the Public Sector Discounts available from car manufacturers, and include car insurance, servicing, maintenance, repair and breakdown cover. Please refer to paragraph 12.

### **3. The Online Employee Benefits Platform**

**3.1** The Supplier shall provide a centrally branded Online Employee Benefits Platform capable of reflecting the Buyer's individual identity to access the benefits.

**3.2** The Online Employee Benefits Platform shall be configured for the Buyer to permit access only to the benefits that are included in the Buyer's Call-Off Contract.

#### **3.3 Features and Functionality**

**3.3.1** The Online Employee Benefits Platform shall be available 24/7, 365 days a year and have the following features:

**3.3.1.1** Be capable of hosting the Buyer seeking to use the service, and their employees

**3.3.1.2** Be capable of providing Users direct access to a third party benefit providers website

**3.3.1.3** Shall allow different approaches to registering Users relative to the level of personal data that the Buyer provides. These approaches may include:

**3.3.1.3.1** registering with only four data fields such as, forename, surname, staff number and work email address;

**3.3.1.3.2** registering with individual's staff number only;

**3.3.1.3.3** employees' self-registration where the Buyer does not provide any employee data to the Supplier.

**3.3.1.4** Must be a secure system and include a process to ensure that employees registering as Users on the system are verified employees of the Buyer.

**3.3.1.5** Shall provide the option for Users to access the benefits portal and to receive communications and marketing using a personal email account. Use of a personal email account shall be permissible only after the User has been verified as an employee of the Buyer.

**3.3.1.6** Shall provide the option for Users to opt out of any or all communications from the Supplier.

**3.3.1.7** Shall provide an interface with the Buyer's systems as required, in particular the Buyer's HR/payroll systems.

- 3.3.1.8 Be configured to protect against fraud and that there is an option for the Buyer to make system adaptations to meet organisational needs.
- 3.3.1.9 Shall be capable of accepting uploads from the Buyer's systems and of exporting data back to the Buyer in an agreed format.
- 3.3.1.10 Be capable of hosting total reward statements which must be updated automatically with the value of any savings or cashback received and the value of any Buyer employees' tax or national insurance (NI) savings.
- 3.3.1.11 Be capable of providing benefits during a monthly/annual 'Election Window' or as an anytime benefit. The dates of any election window shall be agreed by the Buyer.
- 3.3.1.12 Shall clearly display use of any cookies and an explanation of the meaning and working of cookies.
- 3.3.1.13 Shall clearly state helpdesk contact details prior to User sign-in.
- 3.3.1.14 Shall be possible to enter, amend and delete details of Users and their associated orders, voucher values, etc in accordance with the Supplier and Buyers permission. .
- 3.3.1.15 Shall be possible to add/ delete and amend details of vouchers, goods and services and equipment from the range of options.
- 3.3.1.16 Shall be capable of providing email confirmation to the User of the benefits selected and any transactions.
- 3.3.1.17 Shall be capable of displaying options so that they are easily visible and displayed in a way that makes options clear and easy to compare.
- 3.3.1.18 Shall be capable of providing an online audit trail to track the activity of Users
- 3.3.1.19 Shall be capable of setting a limit on the value of the vouchers which can be ordered in accordance with the Buyer's guidance at the implementation stage .
- 3.3.1.20 Shall be capable of restricting the choice of benefits a User can take up in accordance with the Buyer's policies and the benefits selected within the Buyer's Call-Off Contract.
- 3.3.2 The Supplier shall ensure that the Online Employee Benefits Platform has the capability to allow the Buyer to allocate administrator roles which may include, but not limited to:
  - 3.3.2.1 registering / de-registering Users
  - 3.3.2.2 approving User requests
  - 3.3.2.3 amending User personal details

#### 3.3.2.4 viewing MI Data / dashboards

- 3.3.3 The Supplier shall work with the Buyer to ensure that reports are provided to the Supplier to confirm which employees in the Buyer organisation should have access to order from and authorise each benefit. The frequency of the reports is located in Call-Off Schedule 14 (Service Levels) .
- 3.3.4 The Supplier shall work with the Buyer to define the required fields each administrator or User will need to complete when ordering.
- 3.3.5 The Supplier shall note that the Buyer may have policies in place regarding eligibility. Where this is the case the system shall ensure that ineligible employees cannot select any disallowed benefits.
- 3.3.6 The Supplier shall ensure compatibility testing is undertaken with the Buyer to ensure the system is compatible with different web browsers organisations use, and that system software updates are maintained
- 3.3.7 The Supplier shall ensure that all relevant terms and conditions are clearly displayed on the Online Employee Benefits Platform and that where any agreement is produced, a record is held for the life of the agreement and for a period of six (6) years after the expiry/termination of the Call-Off Contract. .
- 3.3.8 The Supplier shall ensure that documentation is readily available for the Buyer's employee to view and/or print at nil cost and a copy must be available to the Buyer.

### 3.4 Access Control

- 3.4.1 The Supplier shall provide an Online Employee Benefits Platform with a secure single sign on functionality to enable access to all of the benefits. The service shall be closely integrated with customer intranet systems to ensure a simple, seamless journey for Users.
- 3.4.2 The Supplier shall ensure that the Online Employee Benefits Platform shall be accessible by Users via the internet from work or home locations and via apps on mobile devices.
- 3.4.3 The Online Employee Benefits Platform shall be accessible through all internet devices – for example, laptops, mobile phones and tablets, and shall be adjusted according to the device for easy navigation.
- 3.4.4 Access to the Online Employee Benefits Platform shall be through all internet browsers. The Supplier shall monitor access to ensure that the online Employee Benefits Platform is accessible using any new technology that becomes available.
- 3.4.5 The Supplier shall ensure that the Online Employee Benefits Platform allows the Buyer's employees to select only the salary sacrifice benefits allowed to them to restrict the individual Users earnings below the National Minimum Wage.

3.4.6 The Online Employee Benefits Platform shall adhere to the principles outlined in the Government Service Design Manual, NCSC Cloud Security Principles. The Supplier shall allow access to the on-line benefits platform in accordance with the Buyer's security policies.

3.4.6.1 If the Supplier's Online Employee Benefits Platform contains web access for the Buyer's employees, appropriate controls must be in place to ensure that the Buyer's employees are only able to access and review details of their own benefits arrangements. It must be possible to limit access to the Online Employee Benefits Platform, services and application by function and role. For example: controls shall be required if the Buyer's employees were to be provided with access in respect of report production or for other functions for example housekeeping, maintenance of drop down tables etc.

### **3.5 Maintenance and Upgrades**

3.5.1 The Supplier shall ensure full User testing is undertaken with the Buyer to ensure that the platform is fully operational and meets the Buyer's requirements.

3.5.2 The Supplier shall ensure that scheduled Supplier system maintenance and system upgrades are implemented as soon as is practicable. Maintenance and system upgrades:

3.5.2.1 shall be provided by the Supplier at no additional cost;

3.5.2.2 shall occur outside the hours of 07:30 to 20:00 GMT (or BST as appropriate) Monday to Friday; and

3.5.2.3 shall be tested via the Buyer's networks prior to the upgrade version release going live. The Supplier shall inform the Buyer of the key benefits of system upgrades as appropriate and in advance of the action being taken

3.5.3 The Supplier shall ensure that notification of scheduled maintenance and/or system upgrades is provided to the Buyer's lead contact included in the Call-Off Order Form. . A message shall be placed on the Online Employee Benefits Platform at least 2 weeks in advance of the action taking place, followed by subsequent reminders 48 and 24 hours prior to the upgrade to the Users.

3.5.4 The Supplier shall, if any supporting action is required by the Buyer to assist the Supplier with a system upgrade, provide full details of the required assistance at least 2 weeks in advance.



## **4. Childcare Voucher Scheme**

### **4.1 Scheme Information:**

- 4.1.1 The Childcare Voucher Scheme allows Buyers employees to use Salary Sacrifice to vary their contract of employment to give up part of their salary in return for childcare vouchers. This means that Buyers employees legally agree to receive less pay in exchange for vouchers. The childcare vouchers can then be used to purchase childcare at a number of approved childcare providers nationwide.
- 4.1.2 The Supplier shall provide childcare vouchers to the Buyer's employees transferring from other Suppliers' schemes under previous contracts and to any eligible new Buyer employees.
- 4.1.3 The scheme shall remain open to the Buyer's existing employees who are based in a number of different locations.
- 4.1.4 The Supplier shall note that from 4 October 2018 the Childcare Voucher Scheme closed to new entrants (except TUPE/COSoP cases) and was replaced with the Tax-Free Childcare (TFC) Scheme.
- 4.1.5 The TFC Scheme will be self-administered and no employer payroll assistance (as provided on the existing system) will be provided.
- 4.1.6 Buyer employees who move to a new employer after 4 October 2018 will be considered to have left the current scheme and will be unable to move to an Employer-Supported Childcare (ESC) voucher scheme.
- 4.1.7 Users registered under the current scheme prior to the introduction of the tax free childcare scheme can continue using it until the September following the child's 15th birthday or 16th birthday (in the case of a disabled child) and for as long as their employer offers it. A parent who is already in the Employer-Supported and Childcare Voucher schemes before it has closed to new claims can continue to use it for as long as they have any eligible children. New Users are no longer able to register for Employer-Supported Childcare Voucher schemes.
- 4.1.8 Suppliers shall provide continuity of the voucher scheme service to employees that move into their organisation via TUPE / COSoP. Buyers shall provide details of new employees with protection and Suppliers shall be required to set up and process all employees requests to ensure continuity of vouchers.
- 4.1.9 The Supplier shall ensure that the above is clearly stated on all documentation explaining the legislative changes that happened on 4 October 2018.

### **4.2 Mandatory Requirements:**

- 4.2.1 The Supplier shall deliver childcare voucher benefits to all eligible Buyer employees who meet relevant qualifying conditions.
- 4.2.2 The Supplier shall provide through a fully automated system, a simple to operate, comprehensive childcare voucher scheme for the Buyer's employees. This shall include the issuing of vouchers, variations and refunds.
- 4.2.3 The Supplier shall provide childcare vouchers covering all types of childcare provisions including but not limited to:
  - 4.2.3.1 child minders
  - 4.2.3.2 nurseries
  - 4.2.3.3 pre-schools
  - 4.2.3.4 after school clubsprovided that the childcare provider is formally registered or approved with the statutory Buyers e.g. Ofsted.
- 4.2.4 The Supplier shall ensure that employees who are not registered or approved with the statutory Buyer, are refused any vouchers orders.
- 4.2.5 The Supplier shall ensure that the scheme is operated in accordance with all relevant legislation and HMRC Guidance.
- 4.2.6 The Supplier shall be responsible for setting up personal accounts for the Buyer's employees participating in the scheme.
- 4.2.7 Whilst it is expected that the majority of the Buyer's requirements shall fall under the childcare vouchers scheme, the Supplier shall also provide a salary plus scheme at the request of the Buyers (whereby an allowance is paid on top of the Buyer's employees' salary in vouchers). Due to legislation changes no Buyer without salary plus scheme can elect to start a new one.
- 4.2.8 The Supplier shall provide vouchers to the Buyer's employees in the form of e-vouchers or paper vouchers, redeemable at their chosen childcare provider. The Buyer shall confirm to the Supplier whether they will require e-vouchers or paper vouchers.
- 4.2.9 The Supplier shall manage the administration of leavers from the scheme who are moving to tax free childcare.
- 4.2.10 The Suppliers shall provide the Childcare Voucher Scheme to Buyers users, who are eligible and choose to remain in the scheme.

### **4.3 Payroll Assistance**

- 4.3.1 The Supplier shall provide training to the Buyer's nominated payroll contacts and/or HR team on the childcare voucher scheme payroll process, this may be face to face or electronically as agreed with the Buyer.

- 4.3.2 The Supplier may be required to carry out earnings assessments for the Buyer's employees along a yearly and/or monthly basis, for example to ensure that any minimum wage criteria is met.
- 4.3.3 The Supplier shall notify the Buyer's nominated payroll contacts via email by the agreed date each month with an alphabetical list by surname of new Buyer employees joining the scheme who have joined through a COSoP/TUPE, including pay number, employees first and last name, address, National Insurance number and the value of the Salary Sacrifice they are eligible for each month and the effective start date.
- 4.3.4 The Supplier shall notify the nominated Buyers' payroll contacts via email as soon as possible of the Buyer's employees leaving the scheme including their pay number, first and last name, National Insurance number, the total amount of Salary Sacrifice they are eligible for in that financial year, effective end date and the reason for leaving. If a Buyer employee leaves the scheme to join the government tax free childcare scheme then the Supplier shall ensure that the Buyer employee is no longer able to select childcare vouchers.
- 4.3.5 The Supplier shall provide Buyers with a schedule at the beginning of each month that shall show the deductions that the Buyer's employees are taking from their salary on the specified month. Once the payroll report has been received the Supplier shall reconcile prior to raising the invoice and confirm the deductions schedule for the month.

#### **4.4 Processing Requests**

- 4.4.1 The Supplier shall provide an end-to-end processing system for issuing the vouchers and shall take full responsibility for all stages of processing once the Supplier is in receipt of a request. This system should be electronic and/or as agreed with the Buyer prior to receiving the voucher, paper based.
- 4.4.2 The Supplier shall establish an agreement with the Buyer's employees to enable the Supplier to authorise payment to nominated childcare providers.
- 4.4.3 The Supplier shall provide the childcare provider with full information in relation to registration with the Supplier and payment arrangements.
- 4.4.4 The Supplier shall ensure that any agreement between the Supplier and the childcare provider clearly states that liability for payment to the childcare provider is limited to the provision of childcare vouchers provided to the Buyer's employee and that liability for any remainder of the fee/s payable rests solely with the Buyer's employee.
- 4.4.5 The Supplier shall notify the Buyer's employees of the process for receiving the vouchers and how they will be refunded if applicable.
- 4.4.6 The Supplier shall be responsible for ensuring that any changes in information relating to the payment of the childcare provider are updated promptly.

- 4.4.7 The Supplier shall credit the childcare provider's account on the release date of the voucher payments each month. The Supplier shall be responsible for the administration and costs of providing payment and any related issues to childcare providers.

#### **4.5 Lost / Unused vouchers**

- 4.5.1 The Supplier shall ensure that controls and procedures to provide replacement vouchers and/or refunds for unused vouchers are in place.
- 4.5.2 The Supplier shall have in place a system to replace any vouchers not received by the Buyer's employee within three working days of being advised by the Buyer's employee that they have not received them. This service shall not incur any costs for the Buyer or the Buyer's employee.
- 4.5.3 The Supplier shall ensure that the Buyer will not be liable for non-payment of fees to childcare providers by the Supplier or by the Buyer's employees.
- 4.5.4 The Supplier shall inform the Buyer via a quarterly report of all instances where vouchers have been issued incorrectly for any reason, what the remedies were, how long it took to correct matters, and the impact.
- 4.5.5 The Supplier shall have in place provisions for the Buyer to regain uncashed overpayments when employees have left the Buyer's employment.
- 4.5.6 The Supplier shall in the event of a request received from a Buyer's employee to withdraw from the scheme, make the necessary changes to enable exit from the scheme and refund monies quickly and efficiently, from the unused vouchers to the Buyer.

## **5. Cycle to Work Scheme**

### **5.1 Scheme Information**

- 5.1.1 To promote healthier journeys to work and to reduce environmental pollution, the 1999 Finance Act introduced an annual tax exemption, which allows employers to loan cycles and cyclists' safety equipment to Buyer employees as a tax-free benefit. The exemption was one of a series of measures introduced under the government's Green Transport Plan.
- 5.1.2 The exemption removes the tax charge that would otherwise apply to cycles and cyclists' safety equipment loaned to Buyer employees provided the following conditions are met:
  - 5.1.2.1 The exemption removes the tax charge that would otherwise apply to cycles and cyclists' safety equipment loaned to Buyer employees provided the following conditions are met:
  - 5.1.2.1 ownership of the equipment is not transferred to the Buyer's employee during the loan period;
  - 5.1.2.2 Buyer employees use the equipment mainly for qualifying journeys; i.e. for journeys made between the employee's home and workplace, or part of those journeys (for example, to the station), or for journeys between one workplace and another;
  - 5.1.2.3 the Cycle to Work Scheme is made available equally to all employees of the Buyer.
- 5.1.3 The Cycle to Work scheme allows the Buyer's employees to use Salary Sacrifice to vary their contract of employment to give up part of their salary in return for cycles and cyclist safety equipment. This means that Buyer's employees legally agree to receive less pay in exchange for the equipment.
- 5.1.4 This scheme will provide the option for the Buyer's employees to use this Benefit through Salary Sacrifice
- 5.1.5 The tax exemption defines a "cycle" as 'a bicycle, a tricycle, or a cycle having four or more wheels, not being in any case a motor vehicle' (192(1) of the Road Traffic Act 1988 (c.52)). An electrically assisted pedal cycle can be included under the scheme.

### **5.2 Mandatory Requirements**

- 5.2.1 The Supplier shall implement, manage, administer and maintain through innovative and fully automated systems, a simple to operate, comprehensive Cycle to Work Scheme from registration of new joiners and the pre-ordering activity, to ordering cycles and safety equipment, provision of a wide range of cycles and safety equipment via retail outlets or online order, and ultimately collection and disposal of unwanted cycles.
- 5.2.2 The Supplier shall offer a full range of cycles including electric, road, mountain, folding and hybrid cycles (Children's cycles should not be

included), together with appropriate safety equipment with consistent competitive pricing across all outlets. All equipment should be accompanied with a minimum of a 3-year warranty.

- 5.2.3 The Supplier shall ensure that the length of period of the equipment loan is flexible (12, 18 or 24 months etc) as specified by Buyers.
- 5.2.4 The Supplier shall offer the facility to add independent local cycle outlets as required and if requested by the Buyer.
- 5.2.5 The Supplier shall ensure that as cyclists' safety equipment is not defined in the legislation a common sense approach should be taken to the equipment provided. This shall include:
  - 5.2.5.1 cycle helmets which conform to European standard EN 1078
  - 5.2.5.2 bells and bulb horns
  - 5.2.5.3 lights, including dynamo packs
  - 5.2.5.4 mirrors and mudguards to ensure riders visibility is not impaired
  - 5.2.5.5 cycle clips and dress guards
  - 5.2.5.6 panniers, luggage carriers and straps to allow luggage to be safely carried
  - 5.2.5.7 child safety seats
  - 5.2.5.8 locks and chains to ensure cycle can be safely secured
  - 5.2.5.9 pumps, puncture repair kits, cycle tool kits and tyre sealant to allow for minor repairs
  - 5.2.5.10 reflective clothing along with white front reflectors and spoke reflectors
- 5.2.6 The Supplier shall ensure that it offers cycles and cycle safety equipment to enable Buyers to meet their obligations under the Equalities Act 2010.
- 5.2.7 The Supplier shall ensure that the scheme complies with the Department of Transport Guidelines and operates in accordance with all relevant legislation.

### **5.3 Employee Support**

- 5.3.1 The Supplier shall provide the Buyer's employee information packs to help explain the scheme process together with relevant forms and general information.
- 5.3.2 The Supplier shall provide a pre-sales service which includes allowing the Buyer's employees to view the cycles and to test-ride them in advance.

- 5.3.3 The Supplier shall ensure that there is a cycle reservation policy in place across all outlets that ensures that cycles are reserved for the Buyer's employees that have confirmed their intention to hire.
- 5.3.4 The Supplier shall provide advice on the options available to the Buyer employees and information on any associated costs at the end of the loan period in respect of returning cycles and equipment or the transfer of ownership of the cycles and equipment to Buyer's employees.
- 5.3.5 The Supplier shall ensure that an after-sales service is provided offering a free check on any cycle equipment within six weeks of purchase.
- 5.3.6 The Supplier shall ensure that warranty and servicing is consistent across a particular retailer's outlets in accordance with their warranty and servicing policies.
- 5.3.7 Any website used by the Supplier which offer the Buyer's employees an opportunity to place orders for products directly should ensure that the Buyer's employees are not able to add their own funds, or "top up" the value of their order over the amounts specified by the Buyer.

#### **5.4 Processing Requests**

- 5.4.1 The Supplier shall provide all administration including the collation and processing of applications/orders to the scheme, arrangement of delivery of equipment to the Buyer's employee homes and potential collection of cycle equipment at the end of the scheme.
- 5.4.2 The Supplier shall ensure that the scheme is implemented and managed with minimum input from the Buyer before the Salary Sacrifice is notified to payroll and the equipment is supplied.
- 5.4.3 The Supplier shall ensure that cycles and vouchers for cycles are provided directly to the Buyer's employees within a reasonable time scale as agreed at the implementation stage .
- 5.4.4 The Supplier shall ensure that the Buyer's employees have only one voucher per Cycle to Work scheme period.
- 5.4.5 The Supplier shall provide and maintain an asset register of all the cycles owned by the Buyer.
- 5.4.6 The Supplier shall ensure that the option for an employee to request a cycle is removed on the benefits platform for a period set by the Buyer once the employee has signed the agreement.

## **6. Reward and Recognition Scheme**

### **6.1 Scheme Information:**

- 6.1.1 The Reward and Recognition Scheme provides the Buyer and their employees with access to a range of multi-choice, branded, high quality, loyalty, reward and recognition vouchers and gift cards to nominated employees.
- 6.1.2 Loyalty, reward and recognition vouchers and gift cards can help fulfil Buyers' objectives in a cost-efficient manner, as a motivator to ensure optimum productivity and staff retention. The awards made for exceptional individual and/or team performance, loyalty and service need not be expensive since their symbolic value is greater than their monetary worth.
- 6.1.3 Loyalty, reward and recognition vouchers and gift cards have been a popular choice for Buyers' employee incentive schemes as they are flexible and not only fit within budget but also allow the recipient to select their own gift.

### **6.2 Mandatory Requirements**

- 6.2.1 The Supplier shall provide on demand access to nominated Users to vouchers and gift cards that are redeemable at a wide range of outlets throughout the UK and online.
- 6.2.2 The supplier shall ensure that a high-quality range of multi-choice rewards are available.
- 6.2.3 The Supplier shall ensure that rewards are valid for a period specified by the Buyer, from the date of the reward notification to the Buyer's employee, to the date that the order for a voucher or gift card is placed.
- 6.2.4 The Supplier shall make clear to the Buyer's employee the period of validity of the award and any subsequent voucher or gift card against which it is redeemed.
- 6.2.5 The Supplier shall ensure that the range of vouchers and gift cards on offer appeal to the diverse employee base of the Buyer.
- 6.2.6 The Supplier shall provide vouchers and gift cards to the Buyer's employees that are available in all formats provided by the retailer (e.g. physical and e-vouchers).
- 6.2.7 The Supplier shall provide the option for the Buyer to enable administrators to place bulk orders for reward and recognition vouchers and gift cards to be sent to the Buyer's nominated addresses.
- 6.2.8 The Supplier shall ensure the system meets the different authorisation and invoicing requirements of the Buyer and shall work closely with the Buyer's payroll teams and finance teams to deliver this. This includes setting up an authoriser based on specific data fields to be agreed with the Buyer.



- 6.2.9 The Supplier shall operate an efficient process for the payment of vouchers and gift cards.
- 6.2.10 The Supplier shall ensure that administrators cannot order a Reward and Recognition award or gift card for themselves and can only award a Reward and Recognition voucher or gift card to a Buyer's employee's work email address. The administrator's personal information e.g. Buyer's employee number, work email address and name should not match the corresponding information on the Buyer's employee.
- 6.2.11 The Supplier shall provide account information to support invoicing and to enable the Buyer to develop their policy and monitor the success of their Reward and Recognition Scheme. This should be a line by line dataset showing each award. The content, format and frequency shall be specified by the Buyer at Call-Off stage.
- 6.2.12 The Supplier shall notify the Buyer immediately and in advance if the organisational account is to be put on hold and provide the reasons for this. The Supplier shall provide sufficient notice to the Buyer to enable the Buyer to resolve the issue, and minimise disruption for orders being processed.
- 6.2.13 The Supplier shall provide the option for each administrator to personalise a 'Thank You' email to the Buyer's employee of an award.
- 6.2.14 The Supplier shall work with the Buyer to ensure they will be able to identify reward and recognition orders that attract different tax and NI treatment.
- 6.2.15 The Supplier shall notify the Authority and Buyer immediately if a retailer has ceased participation in offering vouchers and gift cards.

### **6.3 Ordering/Process**

- 6.3.1 The Supplier shall:
  - 6.3.1.1 collect, collate and process individual or bulk orders on a daily basis, for all vouchers and gift cards.
  - 6.3.1.2 provide and maintain the Buyer's employee guidance for administrators and the Buyer's employees of rewards, which detail the ordering and redeeming process of the recognition voucher scheme and includes relevant purchase order information relevant to the Buyer.
  - 6.3.1.3 verify order details by email with the administrator of the Buyer before dispatching vouchers or gift cards.
- 6.3.2 The Supplier shall ensure that all relevant data fields as specified by the Buyer are completed in the required format on the Online Employee Benefits Platform prior to processing any order for vouchers or gift cards. The data fields, including any mandatory and non-mandatory fields, the format and number of required characters shall be specified by the Buyer at the start and throughout the Call-Off Contract Period. The input fields required by the Buyer are likely to include, but not limited to:

- 6.3.2.1 name of administrator/ordering officer
- 6.3.2.2 administrator's/ordering officer's work email address
- 6.3.2.3 administrator's/ordering officer's employee number
- 6.3.2.4 countersigning officer's name
- 6.3.2.5 countersigning officer's email address
- 6.3.2.6 countersigning officer's work email address
- 6.3.2.7 employee/recipient name
- 6.3.2.8 employee/recipient work email address
- 6.3.2.9 employee/recipient number
- 6.3.2.10 delivery Address
- 6.3.2.11 cost centre Code
- 6.3.2.12 purchase order number
- 6.3.2.13 retailer name
- 6.3.2.14 number of voucher(s) or gift cards(s)
- 6.3.2.15 value of voucher(s) or gift card(s)
- 6.3.3 The Supplier shall ensure that the Online Employee Benefits Platform shall:
  - 6.3.3.1 not permit the same details to be input in any field in respect of the administrator/ordering officer, countersigning officer and the Buyer's employee/recipient where this is specified by the Buyer;
  - 6.3.3.2 highlight data input that is not in the correct format; and
  - 6.3.3.3 be configured to accept only the orders that are within any minimum or maximum order values or other parameters as specified by the Buyer.

## **6.4 Despatch**

- 6.4.1 The Supplier shall:
  - 6.4.1.1 ensure that all orders are correctly and securely dispatched. The Supplier shall also provide an option for either the administrator or the Buyer's employee's manager, to receive confirmation by email of the dispatched order.
  - 6.4.1.2 package each voucher or gift card order individually if specified by the Buyer.

6.4.1.3 dispatch all physical orders by first class post.

6.4.1.4 dispatch within one working day of receiving the order.

6.4.1.5 notify administrators if there is any delay in processing their order and maintain a record of all delays.

## **6.5 Voucher Redemption**

6.5.1 The Supplier shall ensure that the vouchers and gift cards are:

6.5.1.1 accepted as full or part payment;

6.5.1.2 accepted throughout a wide range of Retail Outlets, Retail Groups, Specific Retailers and High Street Stores;

6.5.1.3 redeemable against entertainment events, outlets and leisure attractions;

6.5.1.4 redeemable against hotel bookings;

6.5.1.5 redeemable for online purchases; and

6.5.1.6 refundable to the Contracted Authority, in the event, the retailer goes into receivership or ceases trading.

6.5.2 The Supplier shall send monthly reminders to the Buyer's employees to convert their award to a voucher or gift card before expiry if this option is chosen. .

## **6.6 Voucher Value**

6.6.1 The Supplier shall ensure that the Buyer is able to put a maximum and minimum cap on the amount that can be awarded to a Buyer employee according to their reward policies.

6.6.2 The Supplier shall supply individual award vouchers and gift cards between the minimum and maximum value if specified by the Buyer at the Implementation Stage.

6.6.3 The Supplier shall provide all vouchers and gift cards in different denominations as offered by the retailer with denominations chosen by the Buyer's administrator.

6.6.4 The Supplier shall provide the option for the employee of the Buyer to redeem the full value of the award from either one retailer or from a multiple of retailers.

6.6.5 The Supplier shall notify the Authority and the Buyer of any change to the level of retailer discount as this becomes known and the date of any change in the offer to Buyer's employees.

## **6.7 Lost or stolen orders and cancelling orders**

- 6.7.1 The Supplier shall provide cover for lost or stolen orders up to the point of delivery to the delivery address, including if delivered to an incorrect postal or email address and shall have in place a system to provide replacement vouchers or gift cards at nil cost to the Buyer or the Buyer's employee.
- 6.7.2 The Supplier shall have in place procedures to provide replacement vouchers and gift cards at no extra cost where these have not been received by the Buyer's employee as long as the voucher or gift card has not been redeemed.
- 6.7.3 The Supplier shall provide the option for the Buyer to cancel orders for recognition vouchers and gift cards prior to issue at nil cost to the Buyer.
- 6.7.4 The Supplier shall be able to track and report on the status of orders.
- 6.7.5 The Supplier shall handle enquiries from the Buyer's administrators giving information as to the status (tracking and processing) of their orders.

## **6.8 Non-financial recognition**

- 6.8.1 Some Buyers may want the option of introducing non-financial awards, for example thank you cards as well as other social recognition awards. These shall be agreed individually with the Buyer and outside of the core requirement of the Call-Off Contract

## **7. Payroll Giving Scheme**

### **7.1 Scheme Information**

- 7.1.1 Payroll Giving is an easy, tax efficient scheme which allows the Buyer's employees to vary their contract of employment to give up part of their salary to make regular or one-off donations to the UK registered charities of their choice by having a deduction taken from their gross pay – it costs the Buyer's employees less to give more. There is no tax for the charity to claim back, as no tax was deducted.
- 7.1.2 The scheme must be administered by an approved payroll giving agency. HMRC approves payroll giving agencies and lists them on its website.

### **7.2 Mandatory Requirements**

- 7.2.1 The Supplier shall implement, manage, administer and maintain through innovative and fully automated systems, a simple to operate, comprehensive payroll giving scheme.
- 7.2.2 The Supplier shall ensure that the scheme includes a simple, concise process for making either regular or one-off donations.
- 7.2.3 The Supplier shall supplement the service with a 'voucher scheme'. This will allow Buyer employees to hold their payroll giving deductions on-account until they wish to distribute all or part of the funds to one or more nominated charities via vouchers. Such donations shall be subsequently distributed to charities by BACS or cheque payment.
- 7.2.4 The scheme shall be open to eligible the Buyer's employees who are based in a number of different locations.
- 7.2.5 The Supplier shall be required to manage the transition of the service from an incumbent provider if there is a change in the payroll giving provider
- 7.2.6 The Supplier shall ensure that the charging structure used by the Supplier and/or its supply chain shall remain commensurate with a "Not for Profit" organisation and should look to cover administration costs only.
- 7.2.7 The Supplier shall provide options for either the Buyer or the Buyer's employee to pay any applicable administration/service charge. The Buyer shall confirm their approach at implementation Stage.
- 7.2.8 The Supplier shall ensure the services are provided in accordance with the Finance Act 1986 and the Charitable Deductions (Approved schemes) Regulations 1986 – Statutory Instrument 1986 No 2211 and any other regulations pursuant to the act.
- 7.2.9 The Supplier shall ensure that any of its supply chain service providers are and remain approved by the HMRC under Regulation 5 of the Charitable Deductions (Approved schemes) Regulations 1986 (Statutory Instrument 1986 No 2211).

- 7.2.10 The Supplier shall ensure that the system is operated in accordance with all relevant legislation and HMRC Guidance.
- 7.2.11 The Supplier shall ensure that the Buyer's involvement in operating the service will be kept to a minimum.
- 7.2.12 The Supplier shall interact directly with the Buyer's employees in order that they may enrol and make donations using the service.
- 7.2.13 The Supplier shall ensure that donations and any such information remains confidential from the Buyers.
- 7.2.14 The Supplier shall ensure that any interaction with the Buyer's employees may extend to an organisation promoting the use of the service to the Buyer's employees although any such promotion must neither nominate nor steer the Buyer's employees toward specific charities.
- 7.2.15 The Supplier shall obtain, prior to any promotion, the approval of the Buyer for use of the proposed media and strategies to be used.
- 7.2.16 The Supplier shall, if required, have a process in place for the Buyer's employees to have a means of confirming that payment of their donations have been made to their nominated without the involvement of the Buyers.

### **7.3 Process**

- 7.3.1 The Supplier shall maintain systems to accept the total amount of payroll giving deductions extracted through the Buyers' payroll and transferred monthly as a single BACS payment.
- 7.3.2 The Supplier shall maintain systems to process a separate notification of payroll giving deductions by the Buyer's employee made via the Buyer's payroll and be able to reconcile this with the single monthly BACS payment.
- 7.3.3 The Supplier shall provide the Buyer in the notification of payroll Giving deductions by Buyer's employees shall include:
  - 7.3.3.1 Buyer Name;
  - 7.3.3.2 Buyer employee ID/payroll reference number;
  - 7.3.3.3 initial of first name;
  - 7.3.3.4 surname;
  - 7.3.3.5 National Insurance number
  - 7.3.3.6 Amount of payroll giving deduction

### **7.4 Payment**

- 7.4.1 The Buyer shall:

- 7.4.1.1 arrange to transfer to the Supplier by a single BACS transaction by a date to be specified by the Buyer following the month in which the salary has been paid the total amount of payroll Giving deductions from the Buyer's payroll.
- 7.4.1.2 pay for any charges relating to the administration of the service and such payments shall be made to the Supplier and separate from the monthly transfer of payroll Giving deductions.
- 7.4.1.3 provide to the Supplier by a date specified by the Buyer following the month in which the salary has been paid, notification of payroll Giving deductions from the Buyer's payroll.
- 7.4.1.4 provide the notification of payroll Giving deductions by encrypted data in a format to be specified by the Buyer. This may be via the Government Gateway, soft copy electronic format or in hard copy.

## **7.5 Time limits for distributing payroll giving donations**

- 7.5.1 The Supplier must ensure that their nominated payroll Giving Agency is adhering to the HMRC time limits for distributing payroll giving donations.
- 7.5.2 The payroll giving partner is responsible for ensuring that the donations received are only distributed to organisations that are charities.

## **8. Employee Discount Scheme**

### **8.1 Scheme Information**

- 8.1.1 An Employee Discount Scheme allows the Buyer to offer invaluable money-saving opportunities to their employees by allowing them to take advantage of meaningful discounts on an extensive range of goods and services.

### **8.2 Mandatory Requirements**

- 8.2.1 The Supplier shall provide through a fully automated system, a simple to operate, comprehensive Employee Discount Scheme where the Buyer's employees can take advantage of discounts on a range of goods and services.
- 8.2.2 The Supplier shall ensure that the range of products and services on offer via discounts, retail vouchers, online savings and cashbacks appeal to the diverse Buyer employee base.
- 8.2.3 The Supplier shall ensure that the scheme offers a sustainable and wide range of established, branded products and services as well as local discounts at attractive, discounted rates from an extensive range of retailers and service providers.
- 8.2.4 The Supplier shall ensure that the range of products and services available shall include offers such as, but not limited to, discounts on supermarket, shopping, food and drink, entertainment, cinema and leisure, health and wellbeing, holiday and travel, retail vouchers, cashback and discount cards.
- 8.2.5 The Supplier shall ensure that the cashback savings can be used against purchases on the Supplier's Employee Discounts site.
- 8.2.6 The Supplier shall issue to the Buyer's employees (at no cost to the Buyer) with a replacement paper voucher, re-loadable electronic top up card, electronic print off voucher, SMS voucher or a refund if any Company they have purchased vouchers for ceases to accept the voucher and/or ceases to trade.

### **8.3 Discounts**

- 8.3.1 The Supplier shall:
  - 8.3.1.1 ensure the discounts offered are competitive compared with similar Employee Benefits Schemes in the market and provide comparison data to the Authority and the Buyer as requested or as part of the review meetings.
  - 8.3.1.2 be able to offer a range of special offers, including seasonal offers that are better value than the usual discount offer.
  - 8.3.1.3 record and manage any cashback that a Buyer employee has earned online in dedicated accounts for the Buyer's employees that enables the Buyer's employees to use the funds against purchases on the site



or to transfer the funds into their own personal bank account at any time.

- 8.3.1.4 provide a range of paper vouchers, re-loadable electronic top up cards, electronic print off vouchers, and SMS vouchers that can be purchased at less than face value, and dispatched at no cost to the Buyer's employee, ensuring that as many discounts as possible are offered as an e-solution.
- 8.3.1.5 ensure that the time taken to top up vouchers and gift cards shall be no longer than the retailers' top up period.
- 8.3.1.6 ensure that e-vouchers/instant vouchers are produced immediately.
- 8.3.1.7 allow the Buyer's employees to suggest local or regional companies to be incorporated in the scheme.
- 8.3.1.8 support local businesses through offering a significant number of local and regional offers in addition to national offers, and have the ability to negotiate directly with local and regional companies. The Supplier should be able to incorporate existing local discounts or local discounts negotiated by the Buyer onto their site at no additional cost.
- 8.3.1.9 ensure that the discount rates offered are consistent across the Buyer's employees of the Call-Off Contract.

#### **8.4 New Offers**

8.4.1 The Supplier shall:

- 8.4.1.1 ensure that all offers available are kept up to date throughout the life of the contract.
- 8.4.1.2 be able to source new products and services as requested by the Buyer.
- 8.4.1.3 research the market to source new and more competitive discounts and special offers.
- 8.4.1.4 continually monitor and review the uptake of offers to identify best sellers, remove and replace those with low uptake and publicise new additions to the scheme.
- 8.4.1.5 communicate with the Authority and the Buyer before including any new offers on the site to inform them of the proposed offers allowing 7 days for them to veto the offering if they desire. The Buyer to retain the absolute right to refuse to list or present certain offers or companies to their employees. The Buyer may wish to refuse to list certain goods or services depending on the nature of their business.
- 8.4.1.6 not make any offer or new product ranges available to the Buyer and its employees until they have been approved to be offered.

- 8.4.1.7 ensure that any changes are communicated to Buyers and additional communications shall be sent to the Buyer's employees.

## **8.5 Processing Requests**

### **8.5.1 The Supplier shall:**

- 8.5.1.1 provide and maintain an Employee Discounts web page hosting online ordering.
- 8.5.1.2 process all requests for cash back transfers so that it reaches the Buyer's employee's bank account within 10 working days of the Buyer's employee making a request or an alternative period specified by the Buyer.
- 8.5.1.3 allow the Buyer's employees to pay for discounts by either debit or credit cards. Any transaction fees associated with credit card payments shall be clearly shown to the Buyer's employee against each purchase prior to completion of the transaction.

## **9. Discounted Gym Membership Scheme**

### **9.1 Scheme Information**

- 9.1.1 The scheme is for the provision of discounted gym memberships which will offer Buyer employees, including those with a disability, access to a range of gyms and exercise providers offering discounted rates on standard corporate membership and may form part of Buyers wider wellbeing agenda to promote a healthy workforce and reduce sick absence.
- 9.1.2 The discounted gym membership will provide the option for the Buyer's employees to use this scheme as a Benefit through a Salary Sacrifice option, a Net Pay Deduction option or as an employee discount option.

### **9.2 Mandatory Requirements**

- 9.2.1 The Supplier shall provide through a fully automated system, a simple to operate scheme for members to view, access and select gym membership options.
- 9.2.2 The Supplier shall ensure that options can be easily viewed in a way that makes options clear and easy to compare. This may include geographic locations and monthly or annual fees and savings.
- 9.2.3 The Supplier shall include a range of gyms, health clubs, fitness centres, boot camps, and fitness and exercise classes in the scheme from national chains and local providers, including high street names and independent outlets.
- 9.2.4 The Supplier shall offer a choice of providers nationally to enable the Buyer with geographically spread employees to gain access.
- 9.2.5 The Supplier shall offer a good range of discounts although membership savings may vary across different providers.
- 9.2.6 The Supplier shall note that the Buyer may require an option for their employee to select the type of membership and pay the gym directly.
- 9.2.7 The Supplier shall provide regular/monthly reports to the Buyer on benefits selection so that eligibility can be confirmed and authorised.
- 9.2.8 The Supplier shall ensure monthly processing of selections or frequency as agreed with the Buyer, to ensure prompt membership registration.
- 9.2.9 The Supplier shall, where applicable, ensure that the Buyer pays for membership as an annual fee for 12 months in advance. This will enable the Buyer's employees to pay for their membership as a deduction from salary.
- 9.2.10 The Supplier shall issue reminders to the Buyer's employee when annual membership becomes due for renewal no later than 2 months before the due date.

## **10. Technology and Smartphone Scheme**

## **10.1 Scheme Information**

- 10.1.1 The Technology and Smartphone scheme provides the Buyer with consumer Technology and Smartphone discounts on the most up to date consumer Technology from leading manufacturers through retail outlets
- 10.1.2 The scheme will provide the option to for the Buyer's employees to use this scheme through a Salary Sacrifice option, a Net Pay Deduction option or as an employee discount option.

## **10.2 Mandatory Requirements**

- 10.2.1 The Supplier shall provide through a fully automated system, a simple to operate scheme for members to access, view and select Technology and Smartphone Discounts.
- 10.2.2 The Supplier shall offer optional early leaver cover to cover against the occurrence of the Buyer's employee leaving the organisation and exiting the scheme with payment outstanding where this is requested by the Buyer.
- 10.2.3 The Supplier shall provide a facility for the Buyer's employees to discuss their technology and smartphone needs and the options available, including specification details and suitability of the equipment to meet their needs.
- 10.2.4 The Supplier shall provide insurance cover for loss or damage for mobile phones and portable technology purchased through a Salary Sacrifice or Net Pay Deduction scheme.

## **11. Employee Financial Wellbeing Scheme**

### **11.1 Scheme Information**

- 11.1.1 The Employee Financial Wellbeing Scheme will deliver financial education to the Buyer's employees, supported by a range of products and services to help the Buyer's employees take control of their finances to help assist with the Buyer's employee wellbeing.

### **11.2 Mandatory Requirements**

- 11.2.1 The Supplier shall provide through a fully automated system, a simple to operate scheme for members to view, access and select financial wellbeing education and products.
- 11.2.2 The Supplier shall introduce a scheme to support the Buyer's employee financial wellbeing by helping to build financial knowledge, confidence and resilience through the following initiatives:
  - 11.2.2.1 financial education and planning resources
  - 11.2.2.2 debt management products and services
  - 11.2.2.3 low cost borrowing
  - 11.2.2.4 savings and investment products and services
- 11.2.3 The Supplier shall provide financial education and sign-posting only. Financial advice is out of scope of this Agreement.
- 11.2.4 The Supplier shall have experience of working collaboratively with other Suppliers of financial services, in particular credit unions.
- 11.2.5 The Supplier shall ensure that provider of financial wellbeing products and services shall be registered and regulated by the Financial Conduct Authority, and the Information Commissioners Office under the Data Protection Act.
- 11.2.6 The Supplier shall have the functionality to process borrowing repayments and savings and investment contributions via Net Pay Deductions.
- 11.2.7 The Supplier shall ensure that the Buyer does not underwrite or take any liability for any borrowing, savings or investment products provided and it will need to be clear to the Buyer's employees that the Buyer's shall not take any liability or responsibility for any guidance or products provided.

### **11.3 Products and Services**

- 11.3.1 The Supplier shall provide the Buyer's employees with access to a variety of financial education information, resources and online tools, for example budget planner, which can be personalised to an individual's specific goals. The Supplier shall also give the Buyer the opportunity to run onsite financial education. As a minimum the content shall cover topics such as:

- 11.3.1.1 money basics
- 11.3.1.2 credit and borrowing
- 11.3.1.3 saving and investing
- 11.3.2 The Supplier shall provide the Buyer's employees with access to a debt consolidation facility that:
  - 11.3.2.1 enables reduced monthly debt repayments
  - 11.3.2.2 allows the Buyer's employees to consolidate debts
  - 11.3.2.3 offers rates that are better than available from UK high street banks
  - 11.3.2.4 has FCA approval to pay lenders directly
  - 11.3.2.5 allows debt consolidation payments to be made directly from salary
  - 11.3.2.6 provides transparency and flexibility
  - 11.3.2.7 provides a Buyer employee-friendly experience
- 11.3.3 The Supplier shall provide the Buyer's employees with access to affordable borrowing options that offer:
  - 11.3.3.1 rates that are better than available from UK high street banks
  - 11.3.3.2 a range of borrowing products to meet a variety of borrowing needs
  - 11.3.3.3 meets the Buyer's employees' financial needs while ensuring that repayments do not put the Buyer's employees under financial pressure
  - 11.3.3.4 allows repayments to be made directly from salary
  - 11.3.3.5 provides transparency and flexibility
  - 11.3.3.6 a Buyer employee-friendly experience
- 11.3.4 The Supplier shall provide the Buyer's employees with access to savings and investment products that:
  - 11.3.4.1 allow the Buyer's employees to make savings and to invest directly from salary
  - 11.3.4.2 offers a range of short and long-term saving and investment products
  - 11.3.4.3 allows the Buyer's employees who are new to investing and those who are more experienced investors to invest in the stock market
  - 11.3.4.4 provides transparency and flexibility

11.3.4.5 enables the Buyer's employees to make informed decisions

11.3.4.6 provides a Buyer employee-friendly experience

#### **11.4 Customer Support and Communications**

- 11.4.1 The Supplier shall provide the Buyer's employees with access to a customer services team.
- 11.4.2 The Supplier shall work with the Buyer to provide an efficient service to answer any Buyer employee queries and questions regarding the service directly with the individuals concerned. The Supplier shall have all the relevant information regarding the best option for loans or savings service so they can support the individual's queries appropriately.
- 11.4.3 The Supplier shall provide ongoing support, and shall sign-post the Buyer's employees to relevant third parties. This support shall also be available for the Buyer's employees who are financially vulnerable as well as those who they are unable to lend to.
- 11.4.4 The Supplier shall provide continued support to the Buyer's employees who are currently using the scheme and who take a long leave of absence.
- 11.4.5 The Supplier shall handle any defaults in an ethically responsible way.
- 11.4.6 The Supplier shall provide the Buyer with a communication plan and relevant communication material.

## **12. Green Car scheme**

### **12.1 Scheme Information**

- 12.1.1 This scheme has a clear social policy benefit, supporting the reduction of carbon emissions and the government's manifesto commitment to make every car a zero emission vehicle by 2050.
- 12.1.2 The scheme will provide a car benefit scheme that promotes (green) low emission vehicles to the Buyer's employees, with rates that are better than the rates that can be achieved by individuals in the retail market.
- 12.1.3 The scheme will provide the option for Buyer's employees to use this scheme through Salary Sacrifice.

### **12.2 Mandatory Requirements**

- 12.2.1 The Supplier shall provide a simple to operate automated scheme for Buyer employees to view, access and select a suitable vehicle
- 12.2.2 The Supplier shall make available to the Buyer and its employees access to the car benefit scheme provided through the CCS Vehicle Lease and Fleet Management Framework.
- 12.2.3 The Supplier may provide alternative schemes where these provide better value for the Buyer's employee.
- 12.2.4 The Supplier shall ensure that the vehicles provided include low emission, ultra-low emission and electric vehicles and shall accommodate future low and zero emission fuel trains.
- 12.2.5 The Supplier shall ensure that the Buyer's employees are provided with the public sector discounts available from manufacturers.
- 12.2.6 The Supplier shall ensure that the scheme includes insurance, service, maintenance and repair, and breakdown cover.
- 12.2.7 The Supplier shall ensure that there is provision for early termination or interruption of employment, for example sickness and maternity leave. This shall be at nil cost to the Buyer.

### **12.3 Customer Support and Communications**

- 12.3.1 The Supplier shall provide the Buyer's employees with access to a customer services team to manage queries and to support them in their initial assessment of the scheme.
- 12.3.2 The Supplier shall provide the Buyer's employees with access to comprehensive scheme information and a quoting system that shall be tailored to the Buyer employee's personal circumstances.



- 12.3.3 The Supplier shall be responsible for all Buyer employee engagement and shall answer any Buyer employee queries and questions regarding the scheme in an efficient and timely manner as specified at Call-Off Stage.
- 12.3.4 The Supplier shall provide support to the Buyer's employees who leave the Buyer to return or buy their car within the relevant timeframe as per the terms of the lease agreement.
- 12.3.5 The Supplier shall make it clear to the Buyer's employees that Buyers will have no responsibility or liability for any guidance provided by the Supplier or any products provided.
- 12.3.6 The Supplier shall provide the Buyer's employee details and monthly salary-reduction amounts for those that have had a car delivered in the previous month in-time for the Buyers to include in their internal payroll processes. The timing of such reports shall be agreed with the Supplier through the Call-Off Contract Period if the Buyer elects to opt into this service.
- 12.3.7 The Supplier shall provide to the Buyer all information required for completion of the P46 (Car) – PAYE car provided to the Buyer's employee for private use. The Buyers shall be responsible for:
  - 12.3.7.1 approving vehicle orders
  - 12.3.7.2 setting up payroll deductions from the Buyer's employees' pay
  - 12.3.7.3 annual P11d submissions.

## **13. Mandatory Requirements**

### **13.1 General**

- 13.1.1 The Supplier shall provide schemes that shall be available to the Buyer's employees .
- 13.1.2 The schemes shall be open to the Buyer's employees who are based in a number of different locations. Due to the geographical spread of the Buyer it is a mandatory requirement that the Supplier is able to operate the scheme on a national and regional basis as well as supporting a number of overseas locations.
- 13.1.3 The Supplier shall have experience of working collaboratively with other Suppliers.
- 13.1.4 The Supplier shall be responsible for all aspects of the interfaces between the Buyer's employees, other parties and stakeholders, the Supplier's staff, subcontractors and third party Suppliers.
- 13.1.5 The Supplier shall ensure the Employee Benefits service shall be scalable to adapt to changes in demand and number of customers, providing flexibility to add additional Employee Benefits that the Authority and/or the Buyer may require.
- 13.1.6 The Buyer reserve the right to add or remove any Employee Benefit scheme throughout the term of the Call-Off Contract.
- 13.1.7 The Supplier shall when sourcing new Employee Benefits that may be required from the Authority and/or the Buyer, endeavour to use existing CCS Frameworks if available.
- 13.1.8 When introducing a new benefit the Supplier shall engage with the Authority to agree the service specification and price in accordance with the variation of Agreement process and shall provide process maps and an implementation plan prior to entering into any Agreement to deliver the benefit.
- 13.1.9 The Supplier shall engage with the Authority to co-develop any new processes for changes to an existing benefit.
- 13.1.10 The Supplier shall ensure that services currently offered within the Buyer's existing contracts, for example , Occupational Health and Corporate Eye Care remain out of scope of the the Buyer's Call-Off, although there may be a requirement for a description and/or link to these services to be hosted on the Buyer's Online Employee Benefits platform.
- 13.1.11 Where the Buyer already has in place additional benefits contracts over and above the 9 core benefits of this Call-Off, the Buyer may request a link is placed on the online platform to promote these staff benefits. This shall be at no additional cost.

- 13.1.12 The Supplier shall have in place processes and checks for the prevention as well as detection and reporting of fraudulent activity. The Supplier shall liaise with the Buyer's payroll and nominated HR contacts to ensure that processes and checks are in place.
- 13.1.13 The Supplier shall ensure the operation of the scheme does not bring the Buyer or Government into disrepute.
- 13.1.14 The Supplier shall ensure they are aware of any new and current relevant legislation and advise Buyers of its impact on the scheme and work collaboratively with the Buyer to minimise any disruption and manage changes made to the scheme if necessary.
- 13.1.15 The Supplier shall provide to the Authority, CSEP and Buyers any Freedom of Information Act (FoIA) information that the Supplier holds within mutually agreed timescales in line with legislation and the time limits placed on Buyers to respond to Freedom of Information Act and Parliamentary Questions requests.
- 13.1.16 The benefits shall be available to all employees of the Buyer and the Supplier shall be expected to adapt processes when necessary to meet the individual needs of the Buyer's employees who are disabled or have medical conditions which could be classed as a disability under the Equality Act 2010.
- 13.1.17 The service shall be fully and demonstrably compliant with the Public Sector Bodies Accessibility Regulations to ensure that all staff have equal access to staff benefits. Further information is available at <https://gds.blog.gov.uk/2018/09/24/how-were-helping-public-sector-websites-meet-accessibility-requirements/>
- 13.1.18 The Supplier shall work closely with the Buyer to ensure organisational needs are met effectively and deal with any issues that the Buyer's employees may have with the process.
- 13.1.19 The Supplier shall ensure that adequate and appropriate resources are available at all times to ensure that service Levels for the Buyer is not compromised during times of peak demand.

## **13.2 Implementation And Go Live - Mandatory Requirements**

- 13.2.1 Not used
- 13.2.2 The Supplier shall, appoint a suitably skilled and experienced implementation team with a named implementation manager. The Supplier shall provide the name of the implementation manager to the Buyer within 5 working days of the award of the Call-Off Contract. The implementation manager shall work with the Buyer on a daily basis to agree and deliver an implementation plan.
- 13.2.3 The implementation plan shall include, but not be limited to:

- 13.2.3.1 configuration of the Online Employee Benefits Platform (including branding, Buyer employee registration and log-on;
  - 13.2.3.2 testing the digital service with the Buyer's employees and iterating the service in line with the Buyer's employee needs;
  - 13.2.3.3 data security requirements;
  - 13.2.3.4 implementation plans for each of the benefits;
  - 13.2.3.5 customer on-boarding and transition (including engagement with the Buyers' internal payroll, communications and security teams); and
  - 13.2.3.6 launch and promotion of the service to CCS' existing and potential new customers.
- 13.2.4 The Supplier shall ensure that on implementation of the Call-Off Contract they consult with the Buyer's representative customer group and they may be required to attend meetings of the group to develop a coordinated implementation plan and promotional activities.
- 13.2.5 The Supplier shall, where any new benefit is introduced under the terms of the Call-Off Contract develop an appropriate implementation Plan.
- 13.2.6 The Supplier shall work with the Buyer's incumbent (outgoing) Supplier(s) to affect a systematic, planned and robust transfer of the services to ensure continuity. This shall include all relevant validated historic data and active profiles at no additional cost.
- 13.2.7 The Supplier shall ensure consultation at implementation and go live stage with the Buyer, IT infrastructure and/or network departments is mandatory to ensure IT infrastructure is able to support the service provision. A testing period during the implementation and go live stage for the IT infrastructure shall be agreed with the Buyer, IT Infrastructure and/or network departments as part of the implementation.
- 13.2.8 The Supplier should note that all web based solutions are subject to Buyer restrictions and shall liaise with the Buyer to determine network boundaries, governed by individual departmental security guidance.
- 13.2.9 When required at implementation and go live stage by the Buyers' designated contact in accordance with the Data Security Policy, the Supplier shall provide the support, access and functionality of the Employee Benefits Online Platform to the Buyer's personnel via home computers and use of mobile devices, for example tablets and smartphones.
- 13.2.10 The Supplier shall understand the Buyer's employee needs and must meet the criteria of the Government Digital Service principles for employee testing and maintain this quality for the full life of the service.  
<https://www.gov.uk/service-manual/digital-by-default>

- 13.2.11 The Supplier shall provide their relevant URL to their Supplier test site to allow the Buyer to test and ensure the compatibility with the Buyer's systems.
- 13.2.12 The service must be fully compliant with the Public Sector Bodies Accessibility Regulations. As part of the implementation, when requested by the Buyer, the Supplier shall ensure a representative sample of the Buyer's employees with specific needs are able to test the system for ease of use and systems compatibility and feedback comments to the Supplier. The Supplier shall make any reasonable adjustments to ensure that the Buyer's employees with specific needs have access to the Online Employee Benefits Platform and that this meets the Buyers requirements.
- 13.2.13 During implementation the Supplier shall provide unlimited but as necessary training to the Buyer on the use of the Online Employee Benefits Platform, including, but not limited to, classroom, one-to-one training sessions, videos and road shows, appropriate to the Buyers location free of charge and in a timely manner. The Supplier shall liaise with the Buyer regarding the number of sessions, dates, timings and locations as well as providing examples of training and guidance material for review and agreement by the Buyer in a timely manner well in advance of the go live date.
- 13.2.14 The Supplier shall provide to the Buyer a staffed helpline free of charge after each go live stage has been completed to assist with any system difficulties, for example where assistance is required to log onto the Online Employee Benefits Platform. The helpline support must be provided by Supplier personnel who are competent and experienced in the Online Employee Benefits Platform system. The Supplier will need to set up a training programme to ensure their helpline support team is well versed with the Buyer's offering. All queries relating to the Online Employee Benefits Platform including logging in will be dealt with by the Supplier helpdesk not the Buyer.
- 13.2.15 Additional support must include, but not be limited to telephone support and/or live chat / instant messaging solutions. The Supplier must not rely on Frequently Asked Questions (FAQs) alone to provide guidance.
- 13.2.16 The telephone helpline (for both implementation and up to go live) shall be available from Monday to Friday 08:00 to 18:00 excluding UK Bank Holidays. The helpline shall be a non-premium rate (0800) number and/or a 01, 02, 03 prefix telephone number shall be offered.
- 13.2.17 Comprehensive guidance, for each of the services, must be provided by the Supplier to the Buyer to explain how the Buyer's employees access and maintain the services and benefits.

### **13.3 Promotion Of The Service**

- 13.3.1 The Supplier shall work proactively with the Buyer and with Subcontractors operating as third party benefits providers to promote the services at implementation stage and throughout the life of the Call-Off Contract.

- 13.3.2 The Supplier shall be required to market and promote the scheme and provide promotional material at no additional cost to the Buyer.
- 13.3.3 The Supplier shall ensure regular promotion of all of the services via paper and electronic means. This shall include, but not limited to newsletters, posters, leaflets and emails. Suppliers shall ensure that communication is suitable and accessible to the Buyer's employees including remote workers and that it meets the Public Sector Bodies Accessibility Standards.
- 13.3.4 The Supplier shall use management information and customer feedback to identify how the services are being utilised to assist in developing a promotion strategy for the Buyer. The Supplier shall review the promotion strategy with Buyers at their review meetings using management information to identify areas to target.
- 13.3.5 The Supplier and any third party benefit providers shall conduct site visits to the Buyer's office locations in order to promote the services in accordance with industry practice. The Supplier or third party benefits providers may also be required to attend specific or bespoke promotional events and roadshows at the Buyer's request. Where appropriate the Supplier shall be expected to organise and/or support the delivery of joint customer promotional events to maximise participant numbers in locations where the Buyer's staff numbers are low.
- 13.3.6 The Supplier shall, when required attend customer network meetings to provide service up-dates, share good practice and develop new processes in order to drive consistency and promote collaboration.
- 13.3.7 The Supplier shall provide a range of marketing tools designed to appeal to all groups of employees. This shall include information for the Buyer's new employees, guidance on how to use the Online Employee Benefits Platform, the benefits that are available, features and benefits, eligibility criteria, how to access and apply for the benefits and the potential savings.
- 13.3.8 The Supplier shall promote the services through targeted marketing campaigns.
- 13.3.9 The Supplier shall seek regular feedback from the Buyer's employees through the use of surveys or focus groups. These approaches shall be agreed with the Buyers.

#### **13.4 Buyer, Employee and HR Support**

- 13.4.1 The Supplier shall provide on-going support and maintenance of the scheme throughout the duration of the Call-Off Contract
- 13.4.2 The Supplier shall provide readily accessible Buyer employee information on the Online Employee Benefits Platform in respect of how to navigate the platform, the choice of Employee Benefits that are available to them, any applicable policies relevant to the Buyer, the features and benefits of each of the available benefits, eligibility criteria, how to access and apply for the

benefits and the potential savings and other benefits to the Buyer's employees.

- 13.4.3 The Supplier shall operate a helpline which shall be available to the Buyer's employees Monday to Friday 08:00 to 18:00 GMT excluding UK Bank Holidays. The helpline shall be a non-premium rate (0800) number and/or a 01, 02, 03 prefix telephone number. The helpline number shall be made visible to staff on the portal. Telephone messages shall be responded to within 24 hours.
- 13.4.4 The Supplier shall provide the facility for the Buyer's employees to raise queries electronically. This may be via email and/or online chat. Emails shall be responded to within 24 hours.
- 13.4.5 The Supplier shall set up a separate client services email address and telephone helpline for Buyers' HR and payroll teams. The helpline shall be non-premium rate (0800) numbers and/or a 01, 02, 03 prefix telephone number.
- 13.4.6 All helpline support must be provided by Supplier personnel who are competent and knowledgeable in all aspects of the services provided, including any applicable rules and regulations. The Supplier shall ensure there is a mechanism in place to ensure Supplier personnel are kept up-to-date with any changes and new developments applicable to the service and to the Buyer.

### 13.5 Payment and Invoicing

- 13.5.1 <https://www.ncsc.gov.uk/collection/developers-collection?curPage=/collection/developers-collection/principleshttps://www.gov.uk/government/publications/government-baseline-personnel-security-standard> The Supplier shall provide a range of payments and invoicing processes for the Buyer. The Buyer shall specify the payment method and processes at the implementation stage. The Supplier shall have the ability to support e-Purchasing Cards, Purchase to Pay systems (P2P) and other electronic or manual invoicing arrangements.
- 13.5.2 The Supplier shall comply with the Buyer requirements in respect of authorisation, invoicing and payment processes and procedures. This may include, but not limited to, consolidated invoicing, invoicing by cost centre and/or account codes; electronic invoicing; and invoicing to different levels of detail. The Supplier shall be required to assist the Buyer in developing invoice process efficiencies.
- 13.5.3 The Supplier shall provide training to the Buyer's nominated payroll contacts and/or HR team on payroll processes, this may be face to face or electronically as agreed with the Buyer.
- 13.5.4 The Supplier shall ensure that invoices are submitted in arrears to individual ordering points or as instructed by the Buyer and shall be clearly addressed and refer to the service provided and the charging basis.

13.5.5 The Supplier shall provide a fully itemised breakdown of charges for each of the benefits that attract a service charge. Invoices may include but not limited to:

- 13.5.5.1 administrator name
- 13.5.5.2 administrator email address
- 13.5.5.3 Buyer employee number
- 13.5.5.4 Buyer employee name
- 13.5.5.5 Buyer employee email address
- 13.5.5.6 voucher/gift card value
- 13.5.5.7 retailer name
- 13.5.5.8 award reference number
- 13.5.5.9 type of reward (i.e. performance or long-service reward)
- 13.5.5.10 business cost centre code
- 13.5.5.11 budget holder
- 13.5.5.12 countersigning manager name.

13.5.6 The contents and format of the information to be provided with the invoices shall be agreed with the Buyer and can be located in the Call-Off Order Form .

### **13.6 Salary Sacrifice**

- 13.6.1 The Supplier shall work closely and liaise with the Buyer, their respective payroll teams and HR teams in setting up processes for payment of vouchers and that impact on salary, i.e. Salary Sacrifice and Net Pay Deduction schemes. The Supplier shall note that Buyers may have different payroll and finance processes.
- 13.6.2 The Supplier shall have in place processes and checks compliance with National Minimum Wage/National Living Wage and Lower Earnings Levels.
- 13.6.3 The Supplier shall ensure they are aware of any new and current legislation on Salary Sacrifice and advise Buyers of its impact on the scheme.
- 13.6.4 The Supplier shall notify the Buyers nominated payroll contacts via email by the agreed date each month with an alphabetical list by surname of new Buyer employees joining the scheme who have joined through a COSoP/TUPE, including pay number, the Buyer's employees first and last name, address, National Insurance number and the value of the salary sacrifice they are eligible for each month and the effective start date.



- 13.6.5 The Supplier shall provide the Buyer with a schedule at the beginning of each month that shall show the deductions that the Buyer's employees are taking from their salary on the specified month. Once the payroll report has been received the Supplier shall reconcile prior to raising the invoice and confirm the deductions schedule for the month.
- 13.6.6 The Supplier shall advise the Buyer's employees on the process and benefits of the scheme. Where agreed with the Buyer this may include advice on the costs of the salary sacrifice, the total cost over the scheme duration and the savings.

### **13.7 Security Assurance**

- 13.7.1 The Supplier shall work with the Authority to perform security assurance and shall provide a Security Assurance Statement to the Authority for approval by the Authority's Senior Information Risk Owner.
- 13.7.2 The Supplier shall review the Security Assurance Statement on an annual basis and shall advise the Authority and the Buyer if the security risk profile has changed. The Authority will share the Security Assurance Statement with the Buyer.
- 13.7.3 Suppliers shall note that the Buyer may require a separate Security Risk Management Review prior to entering into a Call-Off Contract. This shall be specified by Buyers at the implementation stage.

### **13.8 Security Objectives and Outcomes**

- 13.8.1 The Supplier shall deliver the service in accordance with the HMG Security Policy Framework. <https://www.gov.uk/government/publications/security-policy-framework>.
- 13.8.2 The Supplier shall implement Security Architecture that considers all of the technology, people and processes relating to the service. The security architecture shall be designed to achieve the following security goals:
  - 13.8.2.1 make an initial compromise of the system difficult;
  - 13.8.2.2 limit the impact of any compromise;
  - 13.8.2.3 make disruption of the system difficult; and
  - 13.8.2.4 make detection of a compromise easy.
- 13.8.3 The Supplier shall:
  - 13.8.3.1 ensure that the security standards defined within the Authority's Digital and Technology Strategy are incorporated into the service delivery. <https://intranet.crowncommercial.gov.uk/task/digital-and-technology-strategy-2018-21/>

- 13.8.3.2 evidence compliance with the HMG Minimum Cyber Security Standard. <https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>
- 13.8.3.3 demonstrate coherence with the National Cyber Security Centre (NCSC) Cloud Security Principles. <https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles>
- 13.8.3.4 evidence that the Software Delivery Life cycle is undertaken securely through the application of the NCSC Secure Development and Deployment Guidance. <https://www.ncsc.gov.uk/collection/developers-collection?curPage=/collection/developers-collection/principles>
- 13.8.3.5 undertake an IT Security Penetration Test and annually thereafter. The IT Security Penetration scope shall be agreed by the Authority and shall address the five security controls underpinning the Cyber Essentials scheme. <https://www.ncsc.gov.uk/guidance/penetration-testing>
- 13.8.4 The Supplier shall provide certificated evidence of compliance with ISO/IEC 27001:2013 by a UKAS approved certification body or that they are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013.
- 13.8.5 The Supplier and any Subcontractors that have access to the Buyer's data or who process the Buyer's data shall be certified as compliant with the Cyber Essentials scheme. The Supplier shall provide the Authority with a copy of the certificate of compliance before the Supplier or the relevant Sub-contractor shall be permitted to store, process or access OFFICIAL data provided by the Buyer. Any exceptions to the flow-down of the certification requirements to third party suppliers and Subcontractors shall be agreed with the Authority.
- 13.8.6 The Supplier shall provide certificated evidence of compliance and that of any Subcontractor that is processing payment card data with PCI/DSS v3.2.1 by a PCI/DSS Qualified Security Assessor (QSA) who is qualified by the PCI Security Standards Council.

### **13.9 Security Assurance Delivery**

- 13.9.1 Not Used
- 13.9.2 The Supplier shall:
  - 13.9.2.1 Not used
  - 13.9.2.2 Not used
  - 13.9.2.3 Not Used

13.9.2.4 Not used

(i) Not used

(ii) Not used

(iii) Not used

13.9.2.5 Not used

13.9.2.6 Not used

13.9.2.7 The Supplier shall provide evidence to the Authority and the Buyer on an on-going basis of the effective operation of the security controls.

13.9.2.8 Not used

### **13.10 Service Security Assurance**

13.10.1 The Supplier shall provide evidence of the delivery of the service Security Objectives and Outcomes and the associated measures for each of the following in support of the production of the Security Assurance Statement.

13.10.2 The Supplier shall undertake a service specific security risk assessment to identify any additional security outcomes or controls needed to reduce the security risk to a level that is acceptable to the Buyer . The Supplier shall provide within two (2) weeks of award of the Call-Off Contract evidence that either no additional controls are needed or shall propose additional controls. This shall be subject to agreement by the Authority.

13.10.3 The Supplier shall provide evidence that the service shall deliver the security outcomes and associated measures for all of the personnel, procedural and technical aspects of the service. This evidence shall demonstrate that relevant HMG Guidance issued by the NCSC has been addressed. The Supplier shall prepare and submit appropriate evidence to the Buyer within eight (8) weeks of award of the Call-Off Contract and shall demonstrate that the security outcomes will be delivered across the service irrespective of whether it is delivered directly by the Supplier or via Subcontractors.

13.10.4 The Supplier shall undertake security testing and provide evidence to the Buyer that the service delivers the required security outcomes and that testing has been undertaken to identify any inherent security vulnerabilities. The Supplier shall prepare and submit appropriate evidence to the Buyer with twenty (20) weeks of award of the Call-Off Contract to demonstrate that the service has been implemented in accordance with the security design irrespective of whether it is delivered directly by the Supplier or via Subcontractors.

### **13.11 Vulnerability Management**

13.11.1 The Supplier shall produce a Vulnerability Management Plan within ten (10) weeks of award of the Call-Off Contract. The Vulnerability Management Plan

shall define how all software and hardware used to deliver the service shall be under mainstream vendor support during the duration of the Call-Off Contract.

13.11.2 All risks identified during the security assurance process shall be categorised according to the severity of the vulnerability and the potential impact on the service.

13.11.3 The categories of risk shall align to the vulnerability scoring using the appropriate Common Vulnerability Scoring Systems. Supplier COTS software and third party COTS software shall be categorised by the Supplier as 'Critical', 'Important', 'Medium' or 'Low'.

13.11.4 The Vulnerability Management Plan shall ensure that vulnerabilities in the service shall be remediated within the following timescales:

13.11.4.1 7 days for vulnerabilities categorised as 'Critical';

13.11.4.2 30 days for vulnerabilities categorised as 'Important'; and

13.11.4.3 60 days for vulnerabilities categorised as 'Medium and Low'.

### **13.12 Incident Management**

13.12.1 At the request of the Buyer the Supplier shall produce a Security Incident Management Plan within fifteen (15) weeks of award of the Call-Off Contract.

13.12.2 The Security Incident Management Plan shall provide a categorisation scheme against which all security incidents shall be classified.

13.12.3 The Plan shall detail how the Supplier will manage security incidents and shall detail the methods of communication to the Authority and the Buyer (including any out-of-band methods) and the how the Supplier will address information disclosure.

13.12.4 The Supplier shall review the Information Security Management Plan, its processes and procedures, periodically and as a minimum on an annual basis.

13.12.5 The Plan shall detail how a Security Incident Response Team (SIRT) will be established and its responsibilities for receiving, assessing and responding to security incidents.

### **13.13 Personnel Security**

13.13.1 The Supplier Personnel shall be subject to pre-employment checks in accordance with HMG Baseline Personnel Security Standard.

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

13.13.2 Where Buyers require a higher level of staff vetting this shall be specified at the implementation stage .

### **13.14 Off-shoring**

13.14.1 The Supplier shall provide the Buyer with a statement of the physical location where data will be stored, processed and managed. The Supplier shall only be permitted to off-shore elements where that aspect of the service is delivered from one of the following locations:

13.14.1.1 a country within the UK or EEA;

13.14.1.2 a country where the UK Government has made a positive finding with regard to the adequacy of their regulatory Data Protection controls; or

13.14.1.3 a supplier who has Privacy Shield certification.

### **13.15 Data Privacy Impact Assessment**

13.15.1 The Supplier shall provide to CCS within four (4) weeks of award of the Call-Off Contract a Data Privacy Impact Assessment that shall be agreed by the Authority. The Supplier shall be responsible for assessing the impact of any changes to the service that impacts on the privacy-related risk exposure. The Supplier shall notify CCS of any such change with two (2) weeks of the Supplier identifying such impact.

### **13.16 Assurance Management Systems**

13.16.1 Assurance Management Systems Mandatory Requirements – The Supplier shall have Assurance Management Systems which comply with the standards of ISO 9001, ISO 14001 and ISO 27001 or the European Foundation for Quality Management.

13.16.2 The Supplier shall at all times for the duration the Call-Off Contract, comply with the relevant standards or the successors of these standards , for the scope of the services offered, including but not limited to the following service management standards:

13.16.2.1 a Quality Management System supported by the International Organisation for Standardisation ISO 9001 Quality Management System, or the current European Foundation for Quality Management (EFQM) Excellence Model criteria or equivalent. BS EN ISO 9001 "Quality Management System" standard or equivalent.

13.16.2.2 ISO 10007 Quality management systems – Guidelines for configuration management or equivalent

13.16.2.3 BS25999-1:2006 Code of Practice for Business Continuity Management and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision ITSC/DR plans or equivalent (b) Environmental Standards

- 13.16.2.4 an Environmental Management System supported by the International Organisation for Standardisation ISO 14001 Environmental Management System or equivalent. BS EN ISO 14001 Environmental Management System standard or equivalent.

### **13.17 Business Continuity And Disaster Recovery**

- 13.17.1 The Supplier shall have in place within 30 working days of the Call-Off Contract commencement date, robust Business Continuity and Disaster recovery plans (including Escrow) to ensure continuity of service.
- 13.17.2 The Supplier shall provide a Business Continuity and Disaster Recovery plan, relevant to the service delivery of this Call-Off Contract, to the Buyer. This should be reviewed every 12 months or after any major incident.
- 13.17.3 The Supplier shall have a robust Business Continuity Plan in place to maintain the delivery of services during periods of unplanned unavailability the Online Employee Benefits Platform and/or offline service(s). The plan shall include the ability to implement the provisions of the Escrow agreement to access the source code in the event the Buyer is unable to access the system.
- 13.17.4 The Supplier shall maintain its readiness with a Business Continuity plan in accordance with the principles and operation of ISO22301 and ISO22313 and any new or emergent or updated standards in accordance with Schedule 9 of the Call-Off Contract.
- 13.17.5 The Supplier shall provide a comprehensive Disaster Recovery Plan which details the processes by which significant disruptions will be managed to support the Buyer and its employees in the event of any disruptions of significant scale and impact.
- 13.17.6 The Supplier shall, in the event of an emergency or crisis management situation, notify the Buyer immediately, and within 4 hours. The details of the Supplier process for the management of the potential emergency shall be clearly defined in the Business Continuity and Disaster Recovery Plan.

### **13.18 Not used**

13.18.1 Not used

13.18.2 Not used

#### **13.18.3 Not used**

13.18.3.1 Not used

13.18.3.2 Not used

13.18.3.3 Not used

13.18.3.4 Not used

13.18.3.5 Not used

#### **13.18.4 Call-Off Contract Management**

13.18.4.1 The Supplier shall appoint an Account Manager for the Buyer to ensure that the requirements of the Call-Off Contract are met. The Account Manager shall have a minimum of two year' relevant industry experience. The Account Manager and their team will need to develop an understanding of the Buyers business, culture and ways of working.

13.18.4.2 The Supplier shall have measures in place to ensure any periods of annual leave or any unplanned absence are covered.

13.18.4.3 The amount of account management provided by the Supplier shall be proportionate to the size and requirements of the Buyer. This shall be agreed at the implementation Stage.

13.18.4.4 The Account Manager shall hold quarterly operational service management review meetings with the Buyers as agreed at the implementation Stage. The content of these meetings shall include but are not limited to :

- (i) performance Monitoring reporting in accordance with Call-Off Schedule 14 (including reasons for any non-performance and any remedial action);
- (ii) benefits portal maintenance, up-grades, up-dates and downtime;
- (iii) summary of Helpdesk enquiries;
- (iv) details of all complaints including nature of complaint, action taken and timescale;
- (v) promotion activities undertaken and planned;
- (vi) review of individual schemes/benefits; and
- (vii) summary of all missing, lost, delayed, incorrect or unfulfilled orders for each scheme/benefit, action taken and timescales.

13.18.4.5 Buyers may specify additional areas for review at the implementation stage and throughout the Contract Period.

13.18.4.6 The Supplier shall provide the Buyer with a communication plan and relevant communication materials, at no cost to the Buyer.

#### **13.19 Management Information and Data reporting**

13.19.1 The Supplier shall provide management information to the Buyer.

13.19.2 **Not used**

13.19.2.1 Not used

13.19.2.2 Not used

13.19.2.3 Not used

13.19.2.4 Not used

13.19.2.5 Not used

13.19.2.6 Not used

13.19.2.7 Not used

13.19.2.8 Not used

### 13.19.3 **Call-Off Contract Management Information**

13.19.3.1 The Supplier shall provide management information to the Buyer on a monthly basis. Management information shall cover the managed service and each of the benefits provided. This shall include but is not limited to:

#### 13.19.3.2 **Service Management**

- a) number of registered Buyer employees
- b) number of new registrations
- c) number of log-ins to benefits portal
- d) number of hits to each scheme/benefit
- e) number of enquiries to Helpdesk

#### 13.19.3.3 **Childcare Voucher Scheme**

- a) number of Buyer employees
- b) number of vouchers issued
- c) value of vouchers issue

#### 13.19.3.4 **Cycle to Work scheme**

- a) number of orders placed
- b) value of orders placed

#### 13.19.3.5 **Reward and Recognition**

- a) number of orders placed by Buyer employees
- b) value of orders placed by Buyer employees
- c) number of bulk orders by the Buyer
- d) value of bulk orders by the Buyer
- e) number of expired rewards
- f) value of expired rewards

#### 13.19.3.6 **Payroll Giving Scheme**

- a) number of donors



- b) number of donations
- c) value of donations

**13.19.3.7 Employee Discounts**

- a) number of orders placed
- b) value of orders placed
- c) top 10 most popular vendors used
- d) total value of savings by £ and %

**13.19.3.8 Discounted Gym Membership**

- a) number of new memberships
- b) value of new memberships
- c) total value of savings by £ and %

**13.19.3.9 Technology and Smartphone Discounts**

- a) number of orders placed
- b) value of orders placed
- c) total value of savings by £ and %
- d) most popular item, make and model

**13.19.3.10 Financial Wellbeing**

- a) number of registered Buyer employees on the financial education site
- b) number of loans taken out
- c) total value of loans taken out
- d) number of saving and investment products taken out by type

**13.19.3.11 Green Car scheme**

- a) number of leases taken out
- b) value of leases taken out
- c) total value of savings

13.19.3.12 Buyers may require a breakdown of management information by business area. This shall be specified at the Implementation stage.

13.19.3.13 A management information dashboard shall be made available to the Buyer via the Online Employee Benefits Platform. Access shall be available to the Buyer's authorised personnel only.

13.19.3.14 The Online Employee Benefits Platform shall also have the capability to export line for line raw data via format requested by the Buyer's nominated personnel. The Supplier shall produce any non-standard MI reports or management information for the Buyer at no additional cost.

**13.20 Social Value**

- 13.20.1 The Supplier shall promote social value in the delivery of the services. As a minimum this shall reflect the Social Value policy outcomes outlined below. Social value refers to the wider financial and non-financial impacts of projects and programmes including the wellbeing of individuals and communities, social capital and the environment.
- 13.20.2 The Supplier shall ensure that the Buyer obtains the optimal social, environmental and economic benefits from the Call-Off Contract .
- 13.20.3 The Social Value policy outcomes which are a key priority for this Call-Off Contract are set out below. Further details in relation to the Social Value model can be found at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf) :

Social Value Themes & Outcomes		
Social Value Model Themes	Social Value Policy Outcomes	Targets & Measures
Fighting Climate Change	Environmental Impacts from the Supplier are reduced	Targets and measures are to be proposed by the Supplier and agreed with the Supplier at Implementation
Equal Opportunity	Improved skills	Targets and measures are to be proposed and agreed with the Supplier at Implementation
	Improved Employability	Number of full-time equivalent opportunities provided to deliver the contract
Wellbeing	Improved Wellbeing	Targets and measures are to be proposed and agreed with the Supplier at Implementation
	Modern slavery risks are reduced	Targets and measures are to be proposed and agreed with the Supplier at Implementation

The below table sets out examples of the Social Value measures and targets which could be applied to the Social Value model themes and outcomes. The Supplier is required to agree appropriate targets and measures with the Buyer during Implementation :

Examples for Social Value Measures		
Social Value Theme	Social Value policy outcomes	Example Measures
Fighting Climate Change	Environmental Impacts from the Supplier are reduced	Annual Percentage by which the amount of waste going to landfill is reduced in the delivery of the contract, from the baseline established in the first year of the contract.
Equal Opportunity	Improved skills	Provide opportunities in the contract workforce to employ and develop more disabled people and obtain new skills relevant to the contract, including

		through training schemes that result in recognised qualifications.
	Improved Employability	Number of full-time equivalent opportunities provided to deliver the contract and throughout the contract period.
Wellbeing	Improved Wellbeing	<p>Improve the percentage of organisations in the Supplier's supply chain, including the Supplier to deliver the contract that have implemented the core mental health standards recommended in the Stevenson/Farmer review on mental health and employers, as follows:</p> <ul style="list-style-type: none"> <li>• Produce, implement and communicate a mental health at work plan</li> <li>• Develop mental health awareness among employees</li> <li>• Encourage open conversations about mental health and the support available when employees are struggling</li> <li>• Provide employees with good working conditions and ensure they have a healthy work life balance and opportunities for development</li> <li>• Promote effective people management through line managers and supervisors</li> <li>• Routinely monitor employee mental health and wellbeing</li> </ul>
	Modern slavery risks are reduced	Percentage of Suppliers employed in Tier 2 in the supply chain to deliver the contract who will receive training in mitigating against modern slavery risks, in the performance of the contract.

### **13.21 Supply Chain Management**

- 13.21.1 The Supplier shall ensure that they exercise due skill and care in the selection of any Subcontractors in accordance with Joint Schedule 6 Key Subcontractors.
- 13.21.2 The Supplier may engage a number of subcontractors to deliver each of the benefits in order to meet the specific requirements of the Buyer.
- 13.21.3 The Supplier shall ensure that processes are in place to manage fluctuations in demand and to manage critical points of failure within the supply chain to ensure continuity of supply throughout the term of the Call-Off Contract.
- 13.21.4 The Supplier shall proactively encourage SMEs to become part of the supply chain and shall support the Government's SME agenda in accordance with Joint Schedule 12 Supply Chain Management.
- 13.21.5 The Supplier shall ensure that all Subcontractors appointed have the technical and professional capability, resources and experience to deliver all of the Mandatory Requirements set out in this Call-Off Contract.
- 13.21.6 The Supplier shall formalise relationships with Subcontractors and manage any Sub contractors in accordance with Good Industry Practice and Joint Schedule 6 Key Subcontractors.
- 13.21.7 The Supplier shall ensure quality and operational efficiencies within the supply chain.

### **13.22 Continuous Improvement and Value for Money**

- 13.22.1 The Supplier shall have an effective process for identifying potential issues and faults to the Benefits delivered.
- 13.22.2 The Supplier shall continuously monitor the performance of its own Account Management function and shall have processes in place to identify any issues in the supply of the Benefits enabling prompt mitigation measures to be carried out.
- 13.22.3 The Supplier shall, throughout the Call-Off Contract period, identify new or potential improvements to the provision of the services to review the Buyer costs and/or improving the quality of the service delivered.
- 13.22.4 The Supplier shall put in place a Continuous Improvement Plan that is updated on a yearly basis.
- 13.22.5 When implementing continuous improvement plans, initiatives or innovation, the Supplier shall have an established change management procedure, including, communications plans, training requirements, contingency planning and subsequent lessons learnt activities, to ensure the effective delivery of customer requirements with minimal disruption.

### **13.23 Complaints Procedure**

- 13.23.1 The Supplier shall be responsible for ensuring Buyer satisfaction is maintained for the duration of the Project Contract and work collaboratively with the Buyer to resolve issues which may affect satisfaction.
- 13.23.2 The Supplier shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints or problems initiated by the Buyer and their employees. The procedure shall allow for the identification and tracking of individual complaints from initiation to resolution.
- 13.23.3 The Supplier shall have a clearly defined complaints procedure setting out timescales for the action that will be taken and including escalation procedures and timescales.
- 13.23.4 As a minimum, complaints must be acknowledged within 24 hours and satisfactorily resolved within 5 working days, or by agreement with the Buyer.
- 13.23.5 The number and nature of complaints arising and corrective action taken or being taken shall be reviewed at the review meetings or as requested by the Buyer.

### **13.24 Transition And Exit**

- 13.24.1 Within three (3) months of the Call-Off Contract start date the Supplier shall provide to the Buyer a proposed exit strategy and high level plan. The exit strategy and high level plan shall be agreed in writing with the Buyer. In implementing the exit strategy and high level plan the Supplier shall ensure a smooth transition is effected for the Buyers to any new contract arrangements. The Supplier shall work with any new Supplier upon expiry of the Call-Off Contract to effect a smooth transition.
- 13.24.2 At the end of the Call-Off Contract, the Supplier shall ensure that all current and historic data and all profiles are securely cleansed, in a manner achieving the security outcomes described in Call-Off Schedule 9 Security and transferred by the Supplier to any new Supplier. The Supplier shall maintain and destroy data in accordance with Call-Off Contract Schedule 10: Exit Management and Joint Schedule 11: Processing Data, at no additional cost to the Buyer. The Supplier shall confirm in writing when all data has been destroyed.
- 13.24.3 Within three (3) months of the start date of the Call-Off Contract the Supplier shall provide a robust exit strategy and plan to the Buyer.
- 13.24.4 **Call-Off Contract Transition And Exit**
  - 13.24.4.1 Three months after go live with a new Supplier the Supplier shall provide, in addition to the requirements set out in Call-Off Schedule 10 (Exit Management) to the Buyer:

- a) the named Supplier personnel appropriately experienced who shall work with the Buyer to develop and implement the agreed exit strategy in accordance with Call-Off Schedule 10 Exit Management;
- b) employee profiles for the Buyer, including unique references, email addresses and contact numbers;
- c) spend volume and transaction numbers broken down by service;
- d) a mutually agreed communications plan; and
- e) a mutually agreed strategy for dealing with live service requirements

13.24.4.2 Four months prior to go live with a new Supplier the Supplier shall provide:

- a) a refreshed Buyer employee data set
- b) on go live with a new Supplier the Supplier shall provide:
- c) written confirmation to the Authority that all HMG data has been securely erased in a manner achieving the security principle implementation outcomes described in Call-Off Schedule 9: Security.

# **Call-Off Schedule 21 (Northern Ireland Law)- NOT USED**

## **~~1. When you should use this Schedule~~**

- ~~1.1. This Call Off Schedule 21 may be included to adapt the Core Terms and Schedules so that the Call Off Contract is under Northern Ireland Law.~~

## **~~2. Changes to the Core Terms~~**

### ~~2.1 Clause 34 (Resolving Disputes):~~

~~2.1.1 Clause 34.2: substitute the following wording: "If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Dispute Resolution Service of Northern Ireland (DRS) Code of Practice current time at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by DRS. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5".~~

~~2.1.2 Clause 34.3: the term "Courts of England and Wales" shall be amended to read "Courts of Northern Ireland".~~

~~2.1.3 Clause 34.4: the seat or legal place of the arbitration shall be amended, so that it takes place in Belfast as opposed to London.~~

~~2.2 Clause 35 (Which Laws apply): the term "English Law" shall be replaced with "the Law of Northern Ireland".~~

## **~~3. Changes to the Joint Schedules~~**

### ~~3.1 Joint Schedule 1 Definitions~~



~~3.1.1. "Insolvency Event": any reference to a Part or section of the Insolvency Act 1986 shall be deemed to include an alternative reference, if applicable, to the equivalent Part or section of the Insolvency (Northern Ireland) Order 1989.~~

~~3.1.2 "Working Day": reference to "England and Wales" replaced by "Northern Ireland"~~

### ~~3.2 Joint Schedule 5 Corporate Social Responsibility~~

~~3.2.1 Clause 1.1: substitute the following wording: "NOT USED".~~

~~3.2.2 Clause 1.2: substitute the following wording: "NOT USED".~~

~~3.2.3 Clause 2.1: substitute the following wording: "In addition to applicable equality and anti-discrimination legal obligations in Northern Ireland, the Supplier shall support CCS and the Buyer in fulfilling its obligations to promote equality of treatment under Section 75 of the Northern Ireland Act 1998."~~

### ~~3.3 Joint Schedule 8 Guarantee~~

~~3.3.1 Clause 4.1: Delete references to "England and Wales" when referring to addresses.~~

~~3.3.2 Clause 16: change title to "Governing Law and Jurisdiction"; references to "Courts of England" to be replaced by "Courts of Northern Ireland";~~

references to “English law” to be replaced by the “the laws of Northern Ireland”.

#### **4. ~~Changes to the Call Off Schedules~~**

##### ~~4.1 Call Off Schedule 1 (Transparency Reports)~~

~~4.1.1 If this Call Off Schedule 21 (Northern Ireland Law) is included in any Call Off Contract then Call Off Schedule 1 (Transparency Reports) is excluded from that Call Off Contract and does not apply to that Call Off Contract.~~

##### ~~4.2 Call Off Schedule 18 (Background Checks)~~

~~4.2.1 Clause 3.1.2: substitute the following wording: “Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub Contractor must) conduct an “Enhanced” Access NI Check and the Supplier shall not (and shall ensure that any Sub Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.”~~

## Call-Off Schedule 22 (Lease Terms)

NOT USED