

Call-Off Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Management Information	<p>Breakdown of the below information (by business area):</p> <ul style="list-style-type: none"> - Qty of payments per payment source (Post Office, PayPoint, direct debit etc.) - Value of payments collected (GBP) per payment source - Number of new cards issued - Number of replacement cards issued <p>Full content and format to be agreed upon contract award</p>	Excel spreadsheet	Monthly
KPI Report	<p>Performance against service level targets (as set out in the specification document)</p> <p>Full content and format to be agreed upon contract award</p>	Excel spreadsheet	Monthly
Quarterly Report	<p>YTD summary of the contract activity, broken down by month. Data to be supported by charts/ graphs and additional analysis to be presented within the report.</p> <p>Full content and format to be agreed upon contract award.</p>	PowerPoint/ Word	Quarterly

Call-Off Schedule 2 (Staff Transfer)

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

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

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

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

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

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

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

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

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

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;
- f) claims whether in tort, contract or statute or otherwise;

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

"Former Supplier"	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	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;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Staffing Information"	<p>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:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party;

- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Term" the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply

with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

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

[Delete] if not applicable to the Call Off Contract]

- [Part A (Staff Transfer At Start Date – Outsourcing From the Buyer)]
- [Part B (Staff Transfer At Start Date – Transfer From Former Supplier)]
- [Part C (No Staff Transfer On Start Date)]
- [Part D (Pensions)]
 - [- Annex D1 (CSPS)]
 - [- Annex D2 (NHSPS)]
 - [- Annex D3 (LGPS)]
 - [- Annex D4 (Other Schemes)]
- Part E (Staff Transfer on Exit)

Part A: Staff Transfer at the Start Date

Outsourcing from the Buyer

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee.
- 1.1.3 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities the Buyer must give

- 2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then -
 - 2.3.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 2.3.2 the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2 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 2.3.1 to 2.3.4 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 this Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

- 2.4.1 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 any Sub-contractor; or
- 2.4.2 (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration,

benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

4. Information the Supplier must provide

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

- 6.1 The Supplier shall comply with:
 - 6.1.1 all statutory pension obligations in respect of all Transferring Buyer Employees; and
 - 6.1.2 the provisions in Part D: Pensions.

Part B: Staff transfer at the Start Date

Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

- 2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations then:
 - 2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;
 - 2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the

matter, within 10 Working Days of receipt of notice from the Supplier;

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 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 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier 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 Former Supplier's employees referred to in Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 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, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or

2.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

- 3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

The Supplier shall promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B 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's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

- 7.1 The Supplier shall comply with:
- 7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and
 - 7.1.2 the provisions in Part D: Pensions.

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
 - 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.

Part D: Pensions

1. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPA"	the schemes as defined in Annex D1 to this Part D;
"Fair Deal Employees"	<p>those:</p> <p>(a) Transferring Buyer Employees; and/or</p> <p>(b) Transferring Former Supplier Employees; and/or</p> <p>(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;</p>

- (d) where the Former Supplier becomes the Supplier those employees;

who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes"

means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

"Fund Actuary"

means Fund Actuary as defined in Annex D3 to this Part D;

"LGPS"

the schemes as defined in Annex D3 to this Part D;

"NHSPS"

the schemes as defined in Annex D2 to this Part D;

"New Fair Deal"

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

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and

"Statutory Schemes"

means the CSPS, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
 - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the

Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer:

- 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
- 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
- 4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
 - 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
 - 4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
- 4.3 The indemnities in this Part D and its Annexes:
 - 4.3.1 shall survive termination of this Contract; and
 - 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of

agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:

- 5.1.1 who will act as an expert and not as an arbitrator;
- 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
- 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

- 6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:
 - 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
 - 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:
 - 8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
 - 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. Broadly Comparable Pension Schemes

10.1 If either:

10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPA, 5.2 of Annex D2: NHSPA and or **Error! Reference source not found.** of Annex D3: LGPA apply; and/or

10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are

still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;

- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and
- 10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1:

Civil Service Pensions Schemes (CSPS)

1. Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; [Delete] after 30 September 2018: the Designated Stakeholder Pension Scheme which is scheduled to close to new members in September 2018] and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly

Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

- "Direction Letter"** an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees;
- "NHSPS Eligible Employees"** each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:
- (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
 - (b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
"NHS Pension Scheme Arrears"	any failure on the part of the Supplier or its Sub-contractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;

"NHS Premature Retirement Rights"	rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and
"Retirement Benefits Scheme"	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

2. Membership of the NHS Pension Scheme

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Sub-contractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 2.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.
- 2.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 2.4 The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect

of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.

- 2.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph **Error! Reference source not found.** of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.6 The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

3. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

4. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

5. What the Buyer may do if the Supplier breaches its pension obligations

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Sub-contractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter.
- 5.2 If the Buyer is entitled to terminate the Contract or the Supplier (or its Sub-contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph **Error! Reference source not found.** (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.
- 5.3 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

6. Compensation when pension scheme access can't be provided

- 6.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:
 - 6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or
 - 6.1.2 access to a Broadly Comparable pension scheme,the Buyer may in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.
- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

- 7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
- 7.2 The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

8. Sub-Contractors

- 8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:
 - 8.1.1 if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or

- 8.1.2 if, in accordance with Paragraph **Error! Reference source not found.** of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph **Error! Reference source not found.** of Part D: Pensions (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.
- 8.2 The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph **Error! Reference source not found.** of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

Annex D3:

Local Government Pension Schemes (LGPS)

[Guidance: Note the LGPS unlike the CSPA & NHSPS is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Authority, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

1. Definitions

- 1.1 In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Administering Authority"	in relation to the Fund [insert name] , the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"	[insert name], a pension fund within the LGPS;
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;

"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
"LGPS Eligible Employees"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and
"LGPS Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier must become a LGPS admission body

- 2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
- 2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.
- 2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.
- 2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

5. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

Annex D4: Other Schemes

[Guidance: Placeholder for Pension Schemes other than LGPS, CSPA & NHSPA]

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 Legislation, 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

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;
- 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 3.1.1 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 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 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.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor 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 (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within six (6) Months following the Start Date.
- 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 (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the 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)

[REDACTED]

Call-Off Schedule 5 (Pricing Details)

[REDACTED]

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):

"Buyer Property"	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;
"Buyer Software"	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;
"Buyer System"	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;
"Commercial off the shelf Software" or "COTS Software"	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
"Defect"	<p>any of the following:</p> <ul style="list-style-type: none">g) any error, damage or defect in the manufacturing of a Deliverable; orh) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; ori) 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 effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; orj) 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;

"Open Source Software"

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

"Operating Environment"

means the Buyer System and 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; or
- c) where any part of the Supplier System is situated;

"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the 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
Account Manager	[REDACTED]	[REDACTED]

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

PART B: SHORT FORM SAAS BUSINESS CONTINUITY & DISASTER RECOVERY

[REDACTED]

Call-Off Schedule 9 (Security)

Part B: Long Form Security Requirements

[REDACTED]

Call-Off Schedule 10 (Exit Management)

Part A: Long Form Exit Management Requirements

3. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	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);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 4.2 of this Schedule;
"Replacement Goods"	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;
"Replacement Services"	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;
"Termination Assistance"	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;

"Termination Assistance Notice"	has the meaning given to it in Paragraph 7.1 of this Schedule;
"Termination Assistance Period"	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 7.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	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;
"Transferring Assets"	has the meaning given to it in Paragraph 10.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 10.2.3 of this Schedule.

4. Supplier must always be prepared for contract exit

- 4.1 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.
- 4.2 During the Contract Period, the Supplier shall promptly:
 - 4.2.1 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
 - 4.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables
("Registers").
- 4.3 The Supplier shall:
 - 4.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 4.3.2 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.

- 4.4 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.

5. Assisting re-competition for Deliverables

- 5.1 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**").
- 5.2 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.
- 5.3 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).
- 5.4 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.

6. Exit Plan

- 6.1 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 6.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 6.2 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 6.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.3 The Exit Plan shall set out, as a minimum:
- 6.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 6.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 6.3.3 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;

- 6.3.4 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;
 - 6.3.5 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;
 - 6.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 6.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 6.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 6.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 6.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 6.4 The Supplier shall:
- 6.4.1 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
 - 6.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 6.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 6.2 or 6.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 6.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

7. Termination Assistance

- 7.1 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:

- 7.1.1 the nature of the Termination Assistance required; and
 - 7.1.2 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.
- 7.2 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.
- 7.3 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 **Error! Reference source not found.**, 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).

8. Termination Assistance Period

- 8.1 Throughout the Termination Assistance Period the Supplier shall:
 - 8.1.1 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;
 - 8.1.2 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;
 - 8.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 8.1.4 subject to Paragraph 8.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 8.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 8.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 8.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 8.1.2 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.

- 8.3 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 KPI(s) and/or the applicable Service Credits accordingly.

9. Obligations when the contract is terminated

- 9.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 9.2 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:
- 9.2.1 vacate any Buyer Premises;
 - 9.2.2 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;
 - 9.2.3 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.
- 9.3 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.

10. Assets, Sub-contracts and Software

- 10.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 10.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 10.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

- 10.2 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:
- 10.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier (**"Transferring Assets"**);
- 10.2.2 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
- 10.2.3 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.
- 10.3 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.
- 10.4 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.
- 10.5 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:
- 10.5.1 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
- 10.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 10.6 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.
- 10.7 The Buyer shall:
- 10.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 10.7.2 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.

- 10.8 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.
- 10.9 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 10.6 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 10.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

11. No charges

- 11.1 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.

12. Dividing the bills

- 12.1 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:
 - 12.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 12.1.2 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
 - 12.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 14 (Service Levels)

13. Definitions

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

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

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

14.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

14.2 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.

14.3 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.

14.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

14.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

14.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the 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

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

15. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 15.1 **any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and**
- 15.2 **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

[REDACTED]

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 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.**
- 3.2 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:**
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:**
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 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.
- 3.4 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.**

- 3.5 **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.**

4. Satisfaction Surveys

- 4.1 **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 5 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 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. Contract Risk Management

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 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.

5. ROLE OF THE OPERATIONAL BOARD

- 5.1 **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.**
- 5.2 **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 the Order Form.**
- 5.3 **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.**
- 5.4 **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.**
- 5.5 **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.**

Annex: Contract Boards

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

Name of Meeting	Frequency	Name of Chair	Brief description of scope and objectives	Attendees
Supplier Performance Review	Biweekly or Monthly	Operational Contract Manager	Monitoring compliance with obligations Monitoring delivery of Service Monitoring performance of the Services (incl. complaints, risks and issues)- Here each meeting could have a tracker etc. Addressing incident and problem management, Raises issues to Ops Board	MOJ: Commercial Manager, Ops Contract Manager Supplier
Scorecard	Monthly	Commercial Manager	Review and update the scorecard as applicable	SBO Commercial Manager FBP Ops Contract Manager
Operational Performance Board	Monthly	Operational Contract Manager	Review and monitor overall supplier and contract performance (including complaints, risks and issues) and items referred from Supplier Performance Review meeting. Share opportunities for efficiencies incl. standardisation. Opportunity to understand any operational issues and determine whether to escalate these at the Supplier Performance Review	Ops Contract Manager Commercial Manager Ops Stakeholders
Strategic Review Board	Quarterly	SBO	Conduct a strategic review of the contract and make recommendations to applicable stakeholders. E.g. review the impact of reform and identify necessary engagement with the Supplier. Review risk register	SBO Commercial Manager Ops Contract Manager FBP

				Supplier
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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

CASH PAYMENT and DIRECT DEBIT SERVICES SPECIFICATION

1. Purpose of Document

- 1.1 This document describes a requirement for the provision of payment cards, direct debit mandates and barcoded payment methods to facilitate payments to the various directorates, agencies and Arm's Length Bodies (ALBs) across the Ministry of Justice (MoJ). This includes, but is not limited to Her Majesty's Courts and Tribunals Service (HMCTS), Legal Aid Agency (LAA) and the Roadside Police.
- 1.2 The terms MoJ and The Authority are used interchangeably throughout the specification document. Both terms relate to the Ministry of Justice and its Executive Agencies
- 1.3 The procurement process will appoint a Provider who shall be responsible and accountable for the administration and management of the provision of payment card and direct debit services.

2. Background

- 2.1 The provision of a payment card, barcoded payment system and direct debit service contract facilitates payments to the MoJ via the use of a payment card or barcode and direct debits for individuals who are not able to pay their orders off at once either via credit/debit card or cash or must pay a Roadside Deposit Notice but cannot do so using the telephone or web payment facilities.
- 2.2 The contract allows payments to be made over a period of time at Post Offices and PayPoints or by setting up a direct debit or other future payments methods as well as the facility for Police Officers to deposit cash following receipt of payment of a Roadside Deposit Notice.
- 2.3 The current stakeholders are: HMCTS for payment of court orders, Police Forces for Fixed Penalty Roadside Deposits and the LAA for collection of legal aid debt.
- 2.4 The payer can sign up for a direct debit payment or alternatively the Department applies for a personalised payment card which is directly linked to the amount outstanding. They can take cash or use a debit card when using the payment card to pay over the counter at any Post Office or a participating retailer.
- 2.5 Police Forces can sign up for a barcode payment service or request a payment card for individual police officers. Cards issued to the Police Officer are not linked to a specific notice or an outstanding balance as the Police will use their card to deposit cash receipts received for multiple roadside deposit notices issued to different individuals.

- 2.6 Payments are kept in a client account before being processed and sent onto the Agencies' accounts, within agreed timescale, along with a payment file so the received monies can be apportioned correctly.

3. Her Majesty's Courts and Tribunals Service

- 3.1 HM Courts & Tribunals Service (HMCTS) was created in 2011 as an executive agency of the MoJ. The Agency operates as a partnership between the Lord Chancellor, the Lord Chief Justice and the Senior President of Tribunals as set out in our Framework Document.
- 3.2 The MoJ is one of the largest government departments bringing together areas responsible for the administration of the courts, tribunals, legal aid, sentencing policy, prisons, the management of offenders and matters concerning laws and rights.
- 3.3 HM Courts & Tribunals Service is responsible for the administration of criminal, civil and family courts and tribunals in England and Wales. We are also responsible for non-devolved tribunals in Scotland and Northern Ireland.
- 3.4 We support a fair, efficient and effective justice system delivered by an independent judiciary.
- 3.5 A full list of courts and tribunals is available at:

[REDACTED]

4. Police Force

- 4.1 Police Forces can issue fixed penalty notices for certain offences. If unpaid, these tickets are enforced by the Police. In June 2013 the Police and HMCTS released a new fixed penalty management and accounting system – Pentip.
- 4.2 When the police issue a fixed penalty ticket to an offender whom they believe to have no fixed abode within the UK, a roadside deposit is taken. Roadside deposits are also used to collect a fixed sum of money where the police wish to pursue a more serious offence through the courts; a deposit is taken that is expected to cover the total value of the fine plus other impositions that will eventually be imposed by the court.
- 4.3 Cards cannot be issued to the offender as these types of notices are to be paid at the time the notice is issued so cards have been issued to individual officers and are used for multiple notices issued to different offenders with no system link to identify the notice which is being paid, therefore a barcode solution is deemed more appropriate.
- 4.4 Barcodes are printed onto pre-printed notices and when payment is received, the barcode is scanned at the outlet to allow for the payment to be deposited as soon as possible following receipt of the cash.

5. Legal Aid Agency

The Legal Aid Agency is an executive agency of the Ministry of Justice, established in 2013. The Agency was set up in order to support the strategic aims of Ministers and the Department. Its main aim is to commission and administer legal aid services in England and Wales.

6. SETTING UP

6.1 Set-Up Requirements

- 6.1.1 The Provider will use each Agencies' existing Issuer Identification Number (IIN) (registered with Networks) to collect payments on behalf of The Department. The Department currently has two IINs.
- 6.1.2 The Provider will set up individual client codes or equivalent for each operational area for HMCTS, LAA and Police Forces as required. These will be linked to their respective bank accounts.
- 6.1.3 The Provider shall agree a scheme code system with The Department to be operated to identify the individual Agency and court accounting divisions. The number of individual court accounting divisions may change during the contract (Currently 128). The Provider shall be responsible for maintaining an accurate and up to date scheme code system as instructed by The Department.
- 6.1.4 The Provider will ensure that all Payers; members of the public, Civilian Enforcement Officers (CEOs), County Court Bailiffs and Police Officers can make payments at all relevant retailers and Post Offices. The Provider will accept cash and debit card payments made via the use of their payment card in accordance with PayPoint regulations. Should these regulations be amended to include the use of debit cards at PayPoint retailers and/or the use of credit cards as a payment method, the Provider will implement this change.

6.2 Innovation

The Provider will support the Department with the introduction of mobile apps as an additional route for payers to make payments; and any other innovations that may be developed throughout the course of the contract to increase payment options for payers.

6.3 Direct Debits

- 6.3.1 The Provider will manage and transfer all existing direct debits in a manner that does not interrupt payment dates.
- 6.3.2 The Provider will enable the Agencies to set up new, and view; amend or cancel existing, direct debits via an online system.
- 6.3.3 The Provider will provide a training package comprising of e-learning and a user manual for their online direct debit system.

6.4 Barcode Option

- 6.4.1 The Provider will provide a facility to print bar codes onto pre-printed fixed penalty notices provided by Police Forces in England and Wales in accordance with the Agencies current bar code scheme as required. Any costs associated with this will be agreed between the Provider and the Police force and costs will be met by the Police force making the request.

The Provider will ensure that written agreement is received from the Agency should a police force contact them to implement the bar-code service.

- 6.4.2 The Provider will ensure that all pre-printed bar coded Fixed Penalty Notices will be accepted into their services without any impact on the Agency or the Police Forces that currently use bar coded notices.

The Provider will manage all existing pre-printed bar-coded notices in a manner that ensures payment can be accepted by all outlets and the Post Office.

- 6.4.3 The barcode to be in the following format:

- HMCTS IIN – a 6-digit reference identifying the card issuer where all payments are credited
- Service Code – a 2-digit number identifying specific Police Force (with a 0 leading Filler digit e.g. surrey 045)
- Three-digit filler e.g. 000
- PentiP reference – 10-digit identifier unique to each offender.
- Luhn check digit – used to validate the 23-digit number

23-digit Barcode Format																						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
HMCTS IIN						Service Code		3-digit filler			PentiP reference										Luhn	

6.5 Payment Card Design

- 6.5.1 The Provider will produce payment cards for issue to payers and staff responsible for the collection of monies due to The Department. The layout and design of cards will be agreed with The Department. An example of a design proof for these payment cards (front and reverse view) is shown in **Annex 1**. The Department reserves the right to alter the design of the payment card upon the provision of reasonable notice to The Provider.
- 6.5.2 The payment card design will not include the Provider's branding.
- 6.5.3 The Provider will use materials for production of payment cards that comply with current and any future change to the nationally recognised ISO standards.

6.6 Carrier letters

- 6.6.1 The Provider will produce carrier letters for issue with new (or replacement) payment cards or upon request where a new account is consolidated to an existing payment card. The layout and design of carrier letters will be agreed with each Agency based on the carrier letter shown in **Annex 2**.
- 6.6.2 The Provider will comply with the Welsh language Scheme and produce bilingual carrier letters. A Welsh carrier letter will be sent for all requests from Welsh Courts. The carrier letter will be a direct translation of **Annex 2**. The Department will perform the translation service. The Department reserves the right to alter the format, layout and translation of the Welsh carrier letter upon the provision of reasonable notice to The Provider.
- 6.6.3 Other multi-language versions of carrier letters may be required in the future, and the Provider is required to co-operate with The Department in providing and managing the carrier letters.
- 6.6.4 The Provider will comply (insofar as is reasonably practicable) with The Department's diversity requirements.

6.7 Default Payment levels

- 6.7.1 The Provider will apply the minimum and the maximum payment values for payment cards.
- 6.7.2 At the annual contract review the Provider will, in conjunction with The Department, review the default payment levels based on payer behaviour. The Provider will not charge The Department for any changes to default payment levels, except where any such alterations apply to the Post Office network.

7. OPERATING PAYMENT CARD SERVICES

7.1 Card Requests (New & Replacement)

- 7.1.1 The Provider will provide The Department with access to its online Service or accept interface files for ordering new and replacement payment cards. The Provider will use a minimum SSL certificate requirement of SHA2 with SHA256 block length EV certificate validation level, which is the standard protocol for transaction security, to provide an encrypted link between The Provider's web server and client browser.
- 7.1.2 The Provider will re-issue replacement payment cards at the request of the Department. Where, within 12 months of issue, there is a failure of the plastic or magnetic strip

resulting from normal use, the card can be returned to the Provider for testing. Where the card is found to be faulty, with no evidence of damage caused through abuse by the payer, the Department will be refunded the cost of the card. The Provider will communicate the results of the testing to the Department.

7.2 Issue and Despatch

- 7.2.1 The Provider will despatch payment cards and carrier letters ordered via the Provider's Online Service before 3pm on the same day by first class post in accordance with the service levels set out in **Annex 3**.
- 7.2.2 The Provider will accept requests for payment cards (orders) via an electronic file direct from the Agency. The Department will consult with the Provider to agree a mutually acceptable date for implementation of this functionality. The Provider will work with The Department and The Department's IT Providers at no extra charge to ensure successful implementation of this request mechanism at a time to be determined by The Department. The despatch timetable in **Annex 3** for orders placed via the Provider's Online Service shall apply.

The Provider will make their Online Service available for cards to be requested manually, this facility to be used when requests via the Agency's electronic file is not appropriate eg ordering of cards for CEOs or Bailiffs to use.

- 7.2.3 The Provider will make their Online Service available to The Department's nominated staff to view the details held against a payment card and make any necessary changes to payer; County Court Bailiff and CEO data e.g. change of address or new member of staff respectively.

7.3 Lost and Stolen Cards

The Provider will provide a central point for undelivered or returned payment cards. Payment cards will contain The Provider's details for return of lost or recovered cards on the reverse. The Provider will receive returned payment cards and communicate the requirement for re-issuing payment cards to the relevant Agency via the Provider's Online Service.

7.4 Cancellation of a Card

A facility to cancel a card that is either lost; stolen or no longer required should be available. This will help in the avoidance of an incorrect card being used to make a payment or a member of the public overpaying a penalty.

7.5 Payment Query Portal

The Provider will work with the HMCTS to provide via a website portal a system which will enable the authorised user to view the payment history relating to each payment card.

- 7.5.1 As a minimum the information contained on the portal must show:
- Payment card reference number
 - Date of payment
 - Amount
 - Date of Payment File
- 7.5.2 The Portal must be accessible only by nominated users by way of a user ID and password both of which must conform to the latest National Cyber Security Centre Password Guidance [REDACTED]

8. INTERFACES AND DATA EXCHANGE

8.1 Transaction Processing

The Provider will provide payment information the working day after the transaction as set out in **Annex 3**. (E.g. if a transaction is made on Monday, payment information must be available to each Agency by midday on Tuesday). The Department recognises that the supply of payment information is dependent on when the Provider receives information from the Networks. Subject to agreement on file structure and exchange standards, this data shall be securely sent or made available for secure download to The Department's IT Provider.

8.2 Transferring Funds

8.2.1 The Provider shall maintain for the duration of this Contract an independent Client Account for receiving the disbursements of The Department.

8.2.2 The Provider shall provide documentation of the dedicated Client Account at the commencement of this contract. The Provider shall provide 30 days' notice to the Department of any future changes to the dedicated Client Account and provide updated documented information about a new or changed Account.

8.2.3 The collected funds will remain in trust until transferred to The Department's nominated bank accounts the day following receipt by the Provider and no later than working day 5, whichever is the earliest. At no time will the collected funds form part of The Provider's assets nor does the bank have any right of offset.

8.2.3.1 The amount transferred into each bank account must match the total value of the corresponding payment file.

8.2.4 Funds remain the responsibility of the Networks until transferred to the Provider. The Provider will ensure that funds are protected at all times by the networks until transferred to The Provider and then from The Provider to The Department nominated bank account

8.2.5 The Provider shall indemnify the Department of any lost or missing funds where there is clear evidence that the payment was made (e.g. a receipt from the outlet for the payment in question) but no funds transferred.

8.3 Interface formats – Annex 5

Payment Card

8.3.1 The Provider will provide payment information in an acceptable file format (APACs 29 Standard or other format to be agreed) for each accounting division and include the customer (payer) account reference. Customer accounts are referenced with an alpha-numerical format by the Department's accounting systems. Data files sent to and received from the Provider must be able to reference customer accounts in this format.

8.3.2 The Provider will work with The Department's IT Providers to ensure that the automated payment file information is provided in the format defined above to enable the required data to be uploaded into the Department's IT Application.

Data provision for barcoded notices

8.3.3 The Provider will provide payment information in an acceptable file format to be agreed with the Agency for each accounting division to include but not be limited to

the full barcode reference on the notice used to make payment and the amount received.

- 8.3.4 Data should include details of all credit and debits and where a debit has been applied, details of the original receipt.

Payment Information files

- 8.3.5 Payment information files must conform to existing formats so as to be compatible with case management systems and SFTP transfer parameters.

8.4 Banking Interface

The Provider will remit funds to the Agencies on a day 5 basis. Bank account information for remitting payments for funds deposited by bailiffs for the civil courts will be provided as and when these services are implemented in the civil courts.

8.5 Security

The Provider shall comply with the Department's reasonable security requirements in establishing and managing data exchanges and interfaces with Departmental IT systems.

9. IMPLEMENTATION

9.1 Standards, Policy and Compliance

- 9.1.1 The Provider will comply with all existing and future requirements under the Data Protection legislation in force during this contract; will be registered as a processor and provide detailed security plans for the protection of client data.
- 9.1.2 The Provider will be compliant with payment card industry (PCI) and data security standards (DSS) and will comply with the ISO27001 process for IT security following accreditation no later than 1 September 2020.
- 9.1.3 The Provider will provide a copy of their business continuity plan and any future updates thereto. The Provider will comply with the terms of this plan at all times.
- 9.1.4 The Provider will adopt best practice arrangements with regard to Diversity and Equalities and ensure compliance with the relevant legislation (current and future iterations), including:
- Equalities Act 2010
- 9.1.5 Freedom of Information Act 2000 gives the public statutory rights to information held by public authorities. The Provider will comply with Freedom of Information requests from The Department. The Department acknowledges that the detailed pricing information within the contract is Exempt Information for the purposes of this Act, and may not release this information in any circumstances.

9.2 Transition from Local Providers

- 9.2.1 The Provider will work with The Department and existing payment card and direct debit Providers to ensure a smooth transition of service.
- 9.2.2 The Provider will work with The Department to develop a detailed transition plan to replace existing payment cards with new payment cards if necessary, to be provided under this contract, facilitate the movement of direct debits and facilitate the use of the pre-printed barcoded notices currently in circulation. The transition process is dependent upon a number of factors including the desired local method of transition.

9.2.3 The Department will project manage the implementation and transition process.

9.2.4 The Provider will provide a dedicated implementation team to assist The Department in the implementation process in areas of IT, accounts, production, customer care and training.

9.3 Testing and Acceptance

9.3.1 The Provider will make resources available to The Department to conduct end to-end testing and ensure that the service is fit for purpose.

9.3.2 The Department will develop a testing strategy and plan for acceptance testing that defines the objectives of all test stages and the testing and assurance to be performed, including non-functional testing. This will identify, where applicable:

- Objectives and criteria;
- The items to be tested;
- The testing to be performed;
- Test schedules;
- Resource and facility requirements;
- Reporting requirements;
- Evaluation criteria;
- Risks requiring contingency measures.

9.3.3 The Provider, in conjunction with The Department, will develop and agree a project plan for implementing the new payment cards service.

10. MANAGING PAYMENT CARD, PRE-PRINTED BARCODED NOTICES AND DIRECT DEBIT SERVICES

10.1 Contract Management

10.1.1 The Provider will provide a Customer Account Team (operational during no less than 9.00am to 5.30pm on recognised business days) as a single point of contact for the transition period and for the entirety of the agreement to support The Department in dealing with issues and concerns. The Provider will appoint an Account Manager and specialists in other key business areas as required by The Department (e.g. IT Operations, Implementation, Production etc.).

10.1.2 The Account Manager will participate in strategic level meetings held four times a year with The Department to review commercial and service performance. The Account Manager will hold operational level meetings with key Department regional representatives on a monthly basis to review operational services.

10.1.3 The Provider will notify the Department as soon as practicable of any changes to the Customer Account Team or Account Manager named as Key Personnel.

10.1.4 During the twelve (12) months prior to expiry or from the date at which notice of termination has been received by the Provider, the Provider shall not change the staff it uses to perform the Contract, nor alter their terms and conditions of employment (including rates of pay) unless the Provider has the Department's express prior written agreement. This shall not include promotion of individuals and the resultant appointment of another competent and qualified post holder nor increases in pay as per the Company's pay structure. This clause is only applicable to specific TUPE identified staff.

10.2 Service Levels

- 10.2.1 The service levels and key performance indicators and service credits that will apply to this contract are detailed in **Annex 3**.
- 10.2.2 The Provider will, monthly or at the request of The Department provide data, in an agreed electronic format to the Department Contract Manager, showing actual performance against the target service levels in **Annex 3**.
- 10.2.3 The Provider will, where required or as identified, work with The Department to rectify any deficiencies in service performance and provide details of the actions taken to rectify.

10.3 Support Services

- 10.3.1 The Provider shall provide a Help desk facility to provide support to the Department' users and for query answering and resolution as set out in **Annex 3**, to meet the target performance and response levels set out in **Annex 3**.
- 10.3.2 A dedicated e-mail address will be set up to which all payment queries and errors to be resolved will be sent by the Department. The SLA performance targets will only be applied in respect of queries and errors reported through this address except where the mailbox itself becomes unavailable, in the event of which, the Provider and the Department will agree an alternative arrangement.
- 10.3.3 The Provider's Customer Account Team shall be available to provide Contract Management, Operations and Support services.

10.4 Management Information

The Provider will supply management information in the format and at the frequency levels detailed in **Annex 3 and 4**.

10.5 Efficiency Savings

The Provider will identify potential efficiency savings during the lifecycle of the contract. All processes will be reviewed through ISO and other audits to ensure continuous improvement. Improvements identified will be implemented through the Relationship Manager and implementation team to agreed timescales.

10.6 Governance

- 10.6.1 The Department shall nominate a Contract Manager to oversee the provision of the Provider services. Unless otherwise agreed, the Contract Manager will be the primary contact point for incident and regular reporting.
- 10.6.2 The Contract manager will be the initial point of contact for problem escalation as set out in **Annex 3**.
- 10.6.3 Incident and Problem escalation procedures shall be agreed by the parties within three months of the commencement of the services
- 10.6.4 The Department shall nominate project staff as required for specific actions including:
- Implementation (transition and testing)
 - Interface and data exchange development

10.6.5 The Contract Manager shall hold an annual review of the Services with the Provider on the anniversary of the Contract Commencement.

11. CHARGES FOR PAYMENT CARD SERVICES

11.1 Set Up Charges

11.1.1 The Provider will set up The Department's IIN registration with the networks.

11.1.2 The Provider will hold all charges detailed in for the initial two-year term of the contract.

11.2 Transaction Charges

11.2.1 The Provider will fix the Charges detailed for the initial contract term.

11.2.2 At the commencement of each year from the anniversary of the Contract, The Department will agree a provisional rate with the Provider based upon the anticipated volume.

11.2.3 At the end of each year, the actual volume of transactions will be advised by the Provider. When this is outside the range associated with provisional rate, an adjustment will be made to all transactions, based upon the application of the rate associated with the volume band that covers the actual volume of transactions.

11.3 Other Charges

11.3.1 No charges in addition to those advised will be accepted by the Department in respect of the provision of the services as defined within this agreement.

11.3.2 The Provider will fix the Charges detailed for the initial contract term.

11.3.3 If there is a delay owing to the Department delaying implementation then such costs, charges and losses will be confirmed to the Department in writing.

11.4 Invoicing

11.4.1 The Provider shall invoice the Department monthly, no later than two working days following the month end.

11.4.2 The invoice shall be net of any deductions for Service Credits or other deductions for which the Provider may be liable.

11.4.3 The invoice shall be accompanied by a schedule providing the following detail by scheme code:

11.4.3.1 Number of cards issued

11.4.3.2 Charge for cards issued

11.4.3.3 Volume of payment transactions through each network

11.4.3.4 Charge for payment transactions through each network

11.4.4 The Department will review the invoice and advise the Provider of errors requiring re-issue.

11.4.5 Where invoices require re-issue, this will be completed no later than nine working days following the month end.

- 11.4.6 Invoices (corrected where required under clauses 6.4.4 and 6.4.5) will be paid to the Provider by variable Direct Debit, payable (following receipt by the Client of each invoice) on or about the fourteenth (14th) of each month by the Department.

12. Additional Clauses

- 12.1 Please refer to Annex 6 for additional contractual clauses that must be adhered to.

12.2 Post Office and PayPoint Terms and Conditions

- 12.2.1 Please provide a copy of each.

12.3 TUPE

- 12.3.1 It is the Department's view, at this moment in time that TUPE does not apply.

12.4 Sustainability

- 12.4.1 The Provider shall support the UK Government's commitment to ensure "green" economic growth by encouraging "green" technologies, promoting innovation, and protecting the environment whilst also delivering value for money.
- 12.4.2 The Provider ensure they measure and reduce the sustainable impacts of their operations and supply-chains pertaining to the Goods and Services, and identifying opportunities to assist Contracting Authorities in meeting their sustainability objectives

12.5 Modern Day Slavery

In accordance with the terms and conditions regarding Modern Slavery in the Framework Agreement as published with this Further Competition.

- 12.5.1 The UK Government has introduced a provision in the Modern Slavery Act 2015 which requires certain businesses who have a turnover over a certain threshold to produce a statement setting out the steps they have taken to ensure there is no modern slavery in their own business and their supply chains.
- 12.5.2 If an organisation has taken no steps to do this, their statement should say so.
- 12.5.3 This copy of the most recent statement must be provided if applicable.
- 12.5.4 In addition, a supply chain map must be provided indicating which countries the Provider or their subcontractors operate and what measures are taken to ensure there are no modern-day slavery risks present.

12.6 Social Value

- 12.6.1 The Public Services (Social Value) Act was introduced in 2012 and requires Authorities who procure services to consider how the procurement could improve the social, economic and environmental wellbeing of their areas.
- 12.6.2 Providers will be expected to demonstrate their commitment to working with the Authority to meet the requirements of the Act in particular with respect to Economic, Environmental and Social Factors in accordance with published terms and conditions.

ANNEX 1 – Example of Payment Card

Please note, the Provider's branding should not appear on the cards.

LAA Logo

HMCTS Logo



HM Courts &
Tribunals Service

Front



Legal Aid
Agency

9826161010632208162

MR & MRS S BODY
TESTING012345678

Rear

The payment card is accepted by the following national networks:
Your issuing authority and accompanying documentation will provide
full details of the networks you may use.



ANNEX 2 – Example of Carrier Letter *(please note the customer logo has been updated, as per the example in Annex 1)*



**HM Courts
& Tribunals
Service**

**WILTSHIRE CENTRAL
ACCOUNTS OFFICE**

**MONEY HANDLING UNIT
PO BOX 3674
SWINDON**

SN3 9BU

Tel:-01633 645112



Ref:- 123456789



HERE IS YOUR NEW PAYMENT CARD WHICH WILL REPLACE ANY CARD YOU HAVE PREVIOUSLY BEEN ISSUED WITH.

Important – Please read this leaflet for details of how to use your payment card.

HOW TO USE YOUR PAYMENT CARD

1. Your payment card is designed to make payments quick, easy and convenient.
2. You can use this card free of charge when making cash payments to the Courts at any PayPoint outlet or Post Office®.
 
Five outlets local to where you live are listed below.
3. The electronic swipe will ensure that your payment automatically reaches the Court the next day.
4. To make a payment please present your card at any outlet together with your Cash payment. Only Cash can be accepted when using your payment card. Payments below £5 cannot be taken. Please note that the amount you **should** pay is subject to your payment terms agreed with the Court.
5. You will be issued with a receipt when you make a payment. You should keep this as proof of payment. It is your responsibility to keep your card and payment receipts in a safe place.
6. Please remember that payments must be made in accordance with the agreed instalment plan for the amount ordered by the Court to prevent enforcement action being taken. If payment is made after the due date and enforcement action has commenced, the court may reject your payment. You can pay an amount above the agreed instalment ordered by the court, but must pay the minimum amount due. If your circumstances change or you experience problems with paying your fine, please contact the Court during opening hours on the telephone number above.

PAYPOINT

**MACE EXPRESS
95-97 RINGWOOD
ROAD
VERWOOD
DORSET**

PAYPOINT

**CO-OPERATIVE
RINGWOOD ROAD
VERWOOD
DORSET

BH31 7AL**

POSTOFFICE

**VERWOOD MAIN
11 MANOR ROAD
VERWOOD
DORSET

BH31 6DS**

- This chart may help you keep track of the payments you have made. It is not proof of your payment. Your official receipt is the one given to you by the retail outlet when you make the payment.**

[illegible]

ANNEX 3 - Service Level Agreement / Performance

Service Description	Performance Target (reviewed monthly)
Order of payment cards (new and replacement) or Despatch carrier letters only (where a new case is being consolidated on an existing payment card) ordered BEFORE 3pm via the Provider's Online system or via the Department's IT system (when functionality available).	97.5% despatched on same working day by 1st class post 98.5% despatched on next working day by 1st class post 100% despatched two working days later by 1st class post
Order of payment cards (new and replacement) or Despatch carrier letters only (where a new case is being consolidated on an existing payment card) ordered AFTER 3pm via the Provider's Online system or via the Department's IT system (when functionality available)	97.5% despatched on next working day by 1st class post 98.5% despatched two working days later by 1st class post 100% despatched three working days later by 1st class post
Provision of transactional payment data	Retailer 95% - day of transaction + 1 working day 100% - day of transaction + 5 working days
Transfer of funds	100% - 5 working days from date payment advised as above.
Provision of transactional payment data	Post Office 96.5% - day of transaction + 1 working day 97.5% - day of transaction + 2 working days 98.5% - day of transaction + 3 working days 100% - day of transaction + 9 working days
Transfer of funds	100% - 5 working days from date payment advised as above
Provision of transaction payment data - Direct Debits	Direct Debits 95% - day of transaction + 1 working day 100% - day of transaction + 5 working days
Transfer of Funds for Direct Debits	

	100% - 5 working days from date payment advised as above
--	--

Service credits apply as follows:

Service Credit (£) = (Service Level target % - Service Level achieved %) x total invoice value for that period.

The maximum Service Credit to be paid by the Provider in any single month shall not exceed 15% of the total invoice value for the month under the consideration ("the Service Credit Cap").

Service Description	Performance Target (reviewed monthly)
Payment queries -missing payment but receipt for payment made	<p>80% of queries responded to within 4 hours of notification</p> <p>100% of queries responded to within 8 hours of notification Response is defined as a written communication received by the Department, detailing action to be taken, by whom (with contact details) and with reasonable timescales for resolution</p>

Service Description	Performance Target (reviewed monthly)
Payment queries -missing payment but no receipt of payment made	<p>70% of queries responded to within 4 hours of notification</p> <p>80% of queries responded to within 8 hours of notification</p> <p>100% of queries responded to within 24 hours of notification</p> <p>Response is defined as a written communication received by the Department, detailing action to be taken, by whom (with contact details) and with reasonable timescales for resolution.</p>

Failure to resolve payment queries within the timescale set in the performance target shall require the Provider to make good the missing payment where there is clear evidence that the payment was made (as set out per clause 2.5.5 in Schedule 2).

Service Description	Performance Target (reviewed monthly)
Error resolution -where an error is defined as a problem or incident affecting the service or access or use of the service.	80% of queries responded to within 4 hours of notification. 100% of queries responded to within 8 hours of notification Response is defined as a written communication received by the Department, detailing action to be taken, by whom (with contact details) and with reasonable timescales for resolution.
Availability of the Provider's Online System	99.5% in any 6-month rolling period.

Network availability	99% in any 6-month rolling period.
Provision of Helpdesk Support: The Provider shall provide a helpdesk service Monday - Friday 09:00 -17:30 excluding bank holidays for payment queries, error, problem and incident reporting and general enquiries about the services	95% of queries resolved within 24 hours. 100% of queries resolved within 48 hours.
Escalation process the parties shall agree an escalation process within 3 months of the commencement of the contract	Relationship Manager National Account Manager Sales Director

Annex 4 – Example of Management Information format for reporting SLAs.

Year: 2020	SLA Description	Target	Target	Jan	Feb	Mar	Apr	May
SLA1	Despatch of Cards if ordered before 3pm	Same working day	97.5%	100%	97%	100%	100%	100%
		Next working day	98.5%		100%			
		Within 2 working days	100%					
SLA2	Despatch of Cards if ordered after 3pm	Same working day	97.5%	96%	95%	100%	100%	100%
		Next working day	98.5%	100%	100%			
		Within 2 working days	100%					
SLA3	Provision of transaction payment data - Paypoint	Day of transaction + 1 working day	95%	100%	100%	100%	94%	94%
		Day of transaction + 8 days	100%				100%	100%
SLA4	Transfer of Funds	5 working days from date of payment	100%	100%	100%	100%	100%	100%
SLA5	Provision of transaction payment data - Post Office	Day of transaction + 1 working day	96.5%	95%	95%	95%	95%	95%
		Day of transaction + 2 days	97.5%	100%	100%	100%	100%	100%
		Day of transaction + 3 days	98.5%					
		Day of transaction + 9 days	100%					
SLA6	Transfer of Funds	5 working days from date of payment	100%					
SLA7	Provision of transaction payment data - Direct Debits	Day of transaction + 1 working day	95%					
		Day of transaction + 8 days	100%					
		5 working days from date of payment	100%					
SLA8	Transfer of Funds	5 working days from date of payment	100%					
SLA9	Payment queries - missing payment but receipt for payment made	Queries responded to within 4 hours of notification	80%					
		Queries responded to within 8 hours of notification	100%					
SLA10	Payment queries - missing payment but receipt for payment made	Queries responded to within 4 hours of notification	70%					

		Queries responded to within 8 hours of notification	80%					
		Queries responded to within 24 hours of notification	100%					
SLA11	Error Resolution - where an error is defined as a problem or incident affecting the service or access or use of the service.	Queries responded to within 4 hours of notification	80%					
		Queries responded to within 8 hours of notification	100%					
SLA12	Availability of the Provider's Online System	99.5% in any 6-month rolling period.	99.5%					
SLA13	Network availability	99% in any 6-month rolling period.	99%					
SLA14	Helpdesk support (Monday to Friday 9.00 - 17.30)	Queries responded to within 24 hours of notification	95%					
		Queries responded to within 48 hours of notification	100%					

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ANNEX 4 - Management Information Reports

The following information will be required by accounting division/court code, area, region and nationally for each Agency with the HMCTS split into Civil and National Compliance and Enforcement Service (NCES). This information will initially be supplied centrally in an agreed electronic format. This arrangement maybe altered during the course of the contract with data supplied to Regional Operational representatives (who will be identified to the Provider by the Department).

Management Information	Frequency
Volume of payment cards issued	Monthly
Volume of cards issued but not used	Monthly
Volume of cards returned to sender	Monthly
Volume of lost and stolen cards returned	Monthly
Volume of replacement cards issued	Monthly
Volume of transactions by outlet type	Monthly
Value of transactions by outlet type	Monthly
Average transactional value for DDs and Payment Cards	Monthly
Volume and value of transactions by accounting division	Monthly
Volume of Direct Debit transactions	Monthly
Value of Direct Debit transactions	Monthly
Volume of unpaid Direct Debits	Monthly
Volume of barcoded receipts	Monthly
Value of barcoded receipts	Monthly

Performance reporting on resolution of general and payment queries against agreed indicators	Monthly / Quarterly
Performance~ reporting on issue resolution and service downtime against agreed indicators	Monthly / Quarterly
Performance reporting on support calls to the Helpdesk and response times	Monthly / Quarterly

OTHER CHARGES One-Off Set Up Costs	
A breakdown of any set up costs that would be charged to the Department detailing charges for each item (e.g. transfer of IIN, design, training and consultancy, pre-implementation work etc.)	£ - See Annex 6
Payment Levels	
Default minimum payment level	£0.00
Default maximum payment level	Post Office: £999.99 PayPoint: £200.00
Settlement Period	By working Day 5

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ANNEX 5 – Interface Formats

HMCTS: Systems Integration Specification

HMCTS Digital and Technology Services (HDTs) is a specialist technology directorate which provides support to HMCTS in the use of IT and Digital.

HDTs supports, manages and develops digital services, making sure they are working, legislatively compliant and fit-for purpose. HDTs works closely with HMCTS operational teams, MoJ Digi/Tech and external Providers to support the business through an understanding of user needs and business requirements.

The successful bidder will be required to work directly with the key IT Provider for HMCTS application support and development, CGI, and also Liberata for its financial transactions, court users and the public. This would be due to the integrations, interfaces and processes which are embedded between the payment services and HMCTS' business applications documented in the below table. Terms of reference for collaborative working will need to be suggested and agreed to in advance of engagement. Such a bidder will also work alongside HDTs to implement any transition and will need to align to HMCTS technology strategy and gain solution design authorisation from relevant internal approving bodies.

HDTs have developed the below table, outlining how the payment card services provider will be expected to interact with the MoJ's current systems, based on current interactions. Bidders are invited to propose a more innovative solution as a part of the tender exercise.

System	Definition	Provider Interaction
CGI	HMCTS key third party AMS/App Development partner	The successful bidder will need to ensure that all existing CGI managed and supported interfaces are maintained during any form of transition. Will work with CGI to migrate all relevant interfaces to any new operational model
Liberata	Liberata is a third-party Provider used by HMCTS to carryout reconciliation.	Liberata receive push reports from the various Providers who accept payments of behalf of the MoJ. This is an automated process, which will provide a full breakdown of the settlements that will be credited to bank i.e. receipts less refunds.

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		The format will need to be agreed between the successful bidder and Liberata upon contract award.
Libra	The key case management Libra (Web), accounting and enforcement Libra (GoB) system for the Magistrates Courts. Libra GoB is around 30 years old and most of the software and hardware is unsupported.	CG manage the transfer of payment files into Libra. All the payment files are sent using a secure FTP service on a scheduled basis to CGI who process them and load them into Libra, there is also a report for each payment file that is placed in the relevant OAGS folder
Libra OAGS	This is a generic script-based application to enable the exchange of file data between components resident within the Gateway service and the Libra Application domain.	See above CGI manage the OAGS folders. Currently a copy of the payment file is place in the relevant folder.
SI	Systems Integrator	CGI and a number of other third-party Providers (such as Vodafone, Atos, Xerox and Leidos) alongside MOJ provide key capabilities and services and work as Systems Integrators.
SIAM	Service Integration and Management	MOJ provides this function as the Service Integrator.
TTP framework	<p>The commercial and contractual framework for the TTP Programme (Transition & Technology Programme) which delivered service tower verticals for Networks, App Hosting, App Support/Development, Printing, SIAM and End User Computing.</p> <p>The framework is used as the basis for the MOJ/HMCTS end to end Service Model for these Tower Providers.</p>	As the service model encompasses the majority of services and users at MOJ the Provider will need to adopt a similar approach as with CGI to work with these Providers.

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LAA Direct Debit Interface

1.1 Business Rules

On a daily basis, the Provider will make files available in an encrypted format for LAA to collect using FTPS protocols. These files contain details of payments that have been collected from clients by Direct Debit or Payment Reference Card.

Each file will be in CSV format with fields separated by commas and enclosed in quotes. Appendix A contains example file formats.

There are six external file identifiers, each representing a type of payment, although the layout and format of each file will be the same.

By default payment files are delivered separately, i.e. PO, PP and DD but they all contain the same type of data in the same format, so these can be concatenated into one file if required, resulting in the delivery of one file for these payment types with an extension of DD. However, the default position will be adopted, i.e. 3 separate files.

Each transaction record in the file will also have an internal file identifier, irrespective of whether it's one large file or 3 separate files.

The external and internal file identifiers for each type of payment are as follows:

Type of Payment	External File Identifier	Internal File Identifier
Direct Debit	DD	D
Post Office Payments	PO	P
PayPoint Payments	PP	T
Cash Adjustment	CSH	C
Cheque Adjustment	CQE	Q
Cash Payment (payment terminal)	TC	N

Cash Adjustments relate to payments that have been rejected by the client's bank. These would typically arise due to insufficient funds in the client's bank account, or because the Direct Debit instruction has been cancelled. These amounts may be positive or negative depending on if the adjustment is paying money or taking it back.

Cheque Adjustments relate to payments made by cheque at a Post Office, which are subsequently returned by the client's bank.

CSH and CQE files are typically sent one day after the DD file in which the original payment was sent.

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Direct Debit payments can also be refunded to the client by their bank, without time restriction, if the client invokes the Direct Debit guarantee (for example, by claiming that the DD instruction is invalid, or the amount is incorrect). In this instance, the onus is on the recipient (LAA) to prove that the instruction is valid, but any claims to defend this must be made within 13 days of the payment being returned to the Provider.

The Provider will provide a separate file (with a file identifier of .STA) that details the total amount that has been collected each day, less any adjustments, that will be transferred into a bank account held by The Provider in trust for LAA. 5 working days after this payment is transferred, it is remitted into LAA's bank account – see section Handling. STA Files below.

Although receipts will not be remitted into the LAA bank account until 5 working days after the file has been processed, the receipts will be entered, accounted and applied as of the file date, with a status of 'Confirmed'. The debit entry of the receipt accounting will be posted to a Cash in Transit Balance Sheet account. When the receipts have been remitted by The Provider into LAA's bank account, a remittance will be manually created in the AR module, according to the values displayed in the STA file. This will automatically update the status of these receipts to 'Remitted' and the accounting entries will be posted from the Cash in Transit account into a Remitted Receipts Balance Sheet account. At this stage, the receipts are available to be reconciled to bank statement lines in Cash Management. When this reconciliation task is performed, the status automatically updates to 'Cleared' and the accounting entries are posted to the GL bank account.

Payment files will consist of one or many transaction records, and a single footer. Each transaction record will contain the 's unique identifier (PAN), LAA's Client Reference Number, the amount paid, the internal file identifier, payment date and the reason for a Direct Debit failure, if applicable. The footer record will contain the total amount and number of transaction records, and a file date.

For Direct Debit receipts, the Client Reference Number is the reference that is sent to the Provider when the Direct Debit mandate is created (see DT020-333 the Provider Direct Debit Creation and Maintenance Interface).

For Payment Reference Cards, the Client Reference Number is the reference that has been pre-programmed into the card (see DT020-333 the Provider Direct Debit Creation and Maintenance Interface).

The Client Reference Number is the account number of the party that either holds the Direct Debit or the Payment Reference Card. This number will be used by this interface to derive the correct invoice number, according to the Debt Type, to apply the receipts to.

Receipts will be matched to the oldest invoice on a case with a specific Debt Type, where the party that the invoice has been issued to is the same party that the receipt has been paid by. If the receipt amount is greater than the invoice balance, the remainder of the receipt is applied to the next oldest invoice of the same Debt Type. If there are no other invoices with an outstanding balance, the receipt is entered as unapplied on the customer account. The Receipt Numbering convention for receipts created by this interface will be the Client Reference Number, appended with a 6-digit sequence (starting 000001). This sequence will be specific to each Client Reference Number value.

Detailed Solution Description

Payment files that are received from the Provider should be stored in a secure location on the server, ready for processing within CCMS.

The data in these files will be processed by calling the standard Oracle Receivables Receipt APIs (Application Program Interface) to create, apply and reverse receipts as appropriate. The

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Receipt APIs are accessed as standard PL/SQL server-side routine calls. The routines to be called are:

- Ar_receipt_api_pub.Create_and_apply
- Ar_receipt_api_pub.Create_cash
- Ar_receipt_api_pub.Reverse

An element of pre-processing is required before the API can be called in order to identify the customer and transaction records to apply the receipt to. The values that need to be identified are as follows

RECEIPT METHOD ID

Each of the Internal File Identifiers above will be stored in a Common Lookup "XXCCMS_RECEIPT_METHODS".

The correct Receipt Method ID is therefore derived by looking up the Identifier (field 4) of each Transaction Record in the above Lookup and returning the value in ATTRIBUTE1 for the Lookup Code.

CUSTOMER_TRX_ID

The CUSTOMER_TRX_ID(s) to be derived relate to the invoice(s) that the receipt is to be applied to. The correct invoice numbers to be applied should be derived as follows:

- Lookup Client Reference Number (field 2) in HZ_CUST_ACCOUNTS_ALL.ACCOUNT_NUMBER and return CUST_ACCOUNT_ID (ref. 1) and PARTY_ID (ref. 2).
- Lookup PARTY_ID (ref.2) in IBY_ACCOUNT_OWNERS.ACCOUNT_OWNER_PARTY_ID and return EXT_BANK_ACCOUNT_ID (ref. 3).
- Lookup EXT_BANK_ACCOUNT_ID (ref. 3) in IBY_EXT_BANK_ACCOUNTS.EXT_BANK_ACCOUNT_ID and return ATTRIBUTE3 (ref. 4)

ATTRIBUTE3 (ref. 4) contains a value that describes the Debt Type, which is held in RA_CUST_TRX_TYPES_ALL.ATTRIBUTE1.

Therefore, the Transaction IDs to be derived are those where

- RA_CUSTOMER_TRX_ALL.BILL_TO_CUSTOMER_ID equals CUST_ACCOUNT_ID (ref. 1)
- RA_CUSTOMER_TRX_ALL.CUST_TRX_TYPE_ID in (select CUST_TRX_TYPE_ID from RA_CUST_TRX_TYPES_ALL where ATTRIBUTE1 equals ATTRIBUTE3 (ref. 4)

Finally, the Transaction IDs that are returned by the above rules should be filtered according to the balance due and sorted according to the age of the invoice, whereby the oldest invoice (by due date) will be the first to be applied.

The balance due of the invoice can be retrieved by looking up the CUSTOMER_TRX_ID in AR_PAYMENT_SCHEDULES_ALL.AMOUNT_DUE_REMAINING

The age of the invoice can be derived by looking up the CUSTOMER_TRX_ID in AR_PAYMENT_SCHEDULES_ALL.DUE_DATE.

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A comparison between the receipt amount and the balance due of the invoices should be performed to identify how many invoices should be passed to the API, and which are not required.

Once the appropriate Transaction IDs have been identified, call `Ar_receipt_api_pub.Create_and_apply` and pass the required parameters as follows:

- Receipt Date: Field 5
-
- Receipt GL Date: Same as Receipt Date, if in an open period. If Receipt Date in a closed period, then Receipt GL date = SYSDATE. If SYSDATE in a closed period, then Receipt GL Date = Start Date or End Date of any open period that is closest to SYSDATE
- Apply Date: Set to the later of system date, or the Transaction Date of the invoice being applied
- Apply GL Date: Set to the later of the Receipt GL Date, or the GL Date of the invoice being applied
- Receipt Number: Set to Client Reference Number (field 2), followed by a 6 digit sequence as described in the Business Rules section.
- Descriptive Flexfield: Insert the Client Reference Number (field 2) into ATTRIBUTE1 of the "Receipt Information" Descriptive Flexfield with ATTRIBUTE_CATEGORY of 'RECEIPTS'.

If there are no open transactions returned when applying the above rule, then it will not be possible to apply the receipt, and so it should be created as an unapplied receipt on the customer account. In this scenario, call `Ar_receipt_api_pub.Create_cash` and pass the required parameters as follows:

- Receipt Date: Field 5
- Receipt GL Date: Same as Receipt Date, if in an open period. If Receipt Date in a closed period, then Receipt GL date = SYSDATE. If SYSDATE in a closed period, then Receipt GL Date = Start Date or End Date of any open period that is closest to SYSDATE
- Receipt Number: Set to Client Reference Number (field 2), followed by a 6 digit sequence as described in the Business Rules section.
- Descriptive Flexfield: Insert the Client Reference Number (field 2) into ATTRIBUTE1 of the "Receipt Information" Descriptive Flexfield with ATTRIBUTE_CATEGORY of 'RECEIPTS'.

CASH RECEIPT ID

If a record has a negative Amount Paid (field 3), this relates to a receipt that has been previously created but has been returned by the bank. The Receipt ID that was previously created must be looked up so it can be reversed.

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Call-Off Ref:

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To identify the Receipt ID, look in AR_CASH_RECEIPTS_ALL where ATTRIBUTE_CATEGORY = 'RECEIPTS' and ATTRIBUTE1 equals field 2, and RECEIPT_DATE = field 5. In this scenario, call Ar_receipt_api_pub.Reverse and pass the required parameters as follows:

- Reversal Date: System Date
- Reversal GL Date: Same as Reversal Date, if in an open period. If Receipt Date in a closed period, then Receipt GL date = SYSDATE. If SYSDATE in a closed period, then Receipt GL Date = Start Date or End Date of any open period that is closest to SYSDATE
- Reversal Category: "Non-sufficient Funds"
- Reversal Reason: "Nsf"
- Reversal Comment: Field 7

Handling .STA Files

As previously indicated, each day the Provider will provide a separate file (with a file identifier of .STA) that details the total amount that has been collected. The contents of this file (see Appendix B for example content) will be processed via an inbound interface and will be viewed by Central Finance through their eBS Account Receivables responsibility by executing a concurrent request (a report) with a date parameter to return the required statement. The contents of the file should appear as contained within the file, untransformed.

Assumptions

The following assumptions have been made during the design of this extension:

- The Payment Date (field 5) on a transaction record which has a negative amount relates to the date of the original payment, not the date on which it was returned.
- Payment Reference Cards will be pre-programmed with the appropriate Client Reference Number, which will be the account number of the party to whom the card has been assigned.

2 Interface – The Provider's Direct Debit Receipts

The "Direct Debit Receipts" interface could be delivered through the use of Oracle SOA Suite or via a concurrent program (or both). This will be

Call-Off Schedule 1 (Transparency Reports)

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confirmed as part of the technical specification(s) associated with this document.

2.1 When to Run the Program

The “Direct Debit Receipts” interface will run on a daily basis, once the files provided by the Provider have been collected.

2.2 Launch Parameters

These will be confirmed as part of the technical specification(s).

2.3 Pre-Requisites

The following pre-requisites apply to this program:

- Receivables Application Setups

2.4 Derivation Rules

All derivation rules are as specified in the Detailed Solution Description section above.

3 Testing Scenarios

The Development team will carry out appropriate unit tests to ensure that this modification operates as designed.

Additional operational testing scenarios are included below:

Ref.	Scenario	Test Steps	Expected Outcome
1	Direct Debit receipt from client	<ol style="list-style-type: none">1. Create invoice with same Transaction Type as on Direct Debit Mandate.2. Create file with receipt amount for this invoice.3. Run Direct Debits Receipt Interface.	Receipt created on client's account and applied to oldest invoice with same Debt Type as on Mandate
2	Payment Reference Card partial receipt from client	<ol style="list-style-type: none">1. Create invoice with same Transaction Type as on Credit Cards Descriptive Flexfield.2. Create file with receipt amount less than balance due on this invoice.3. Run Direct Debits Receipt Interface.	Receipt created on client's account and applied to oldest invoice with same Debt Type as on flexfield. Receipt applied in full but balance due remaining on invoice.
3	Direct Debit receipt from client but invoices all paid	<ol style="list-style-type: none">1. Clear all invoices on account which have same Transaction Type as on Direct Debit Mandate.	Receipt created on client's account as unapplied

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Ref.	Scenario	Test Steps	Expected Outcome
		2. Create file with any receipt amount. 3. Run Direct Debits Receipt Interface.	
4	Direct Debit receipt is rejected due to insufficient funds	1. Create file with rejected receipt amount for receipt created in Test Scenario 1. 2. Run Direct Debits Receipt Interface.	Receipt is reversed
5	Direct Debit receipt from third party for multiple invoices	1. Create 3 invoices with same Transaction Type as on Direct Debit Mandate. 2. Create file with receipt amount for the 2 oldest invoices. 3. Run Direct Debits Receipt Interface.	Receipt created on third party's account and applied to the 2 oldest invoices with same Debt Type as invoice quoted on Client Reference Number
6	Direct Debit receipt for out of scope CCMS case	1. Create invoice without Case Number (migrated invoice) with same Transaction Type as on Direct Debit Mandate. 2. Create file with receipt amount for this invoice. 3. Run Direct Debits Receipt Interface.	Receipt created on client's account. Receipt Number and DFF contains full 16 digit Client Reference Number

4 Audit, Reconciliation and Control

This section describes any audit, reconciliation or control requirements that arise from the enhancement.

4.1 Audit

Files will be retained for a period of 30 days following receipt (i.e. creation of the file on the file system), see "DT023 Cash Collections High-Level Technical Design.doc".

4.2 Control & Reconciliation

The interface will include a method to check that the amount and count of transactions of each file is equal to the values in the footer record of the file.

All of the receipts that are created by the "Direct Debit Receipts" interface will be reconciled to bank statement lines in Cash Management.

4.3 Exception and Error Handling

Any exceptions that are identified between the amount and count of transactions and the values in the footer record should be reported, and no processing of the file should take place.

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Any exceptions and errors that are identified during the processing of each transaction record should be reported, and should not be processed through the Receipt API. However, if a file contains some transaction records that have an error, but others that are successful, the successful transactions should be processed as normal.

Contents	Max Length	Type	Notes
TRANSACTION RECORD			
account number	19	Char	Space + last 6 digits of PAN (19 digit card No.)
Client reference number	16	Char	Your own Reference
Amount paid	9	Num	In pounds and pence with leading spaces -99999.99
Payment identifier	1	Char	D
Payment date	10	Char	dd/mm/yyyy
Code	2	Char	Identifier and space
Detailed of Failed DD	40	Char	Optional - filled with trailing spaces
FOOTER			
Total amount	12	Num	999999999.99
Total transactions	12	Num	999999999999
File date	10	Num	dd/mm/yyyy (Optional)

4.4 Type D CSV Format

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Fields separated by commas and enclosed in quotes

Example

Framework Ref: RM3821

Project Version: V1

Model Version: v3.0

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```
"9826903798989525961","0000110",  
16.31","D","18/06/2011"
```

, "0", " (Refer to Payer) "

[illegible]

Framework Ref: RM3821
Project Version: V1
Model Version: v3.0

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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L	Incorrect payers account details
M	Incompatible code/user status
N	Transaction disallowed
O	Invalid reference
P	Payers name missing
Q	Originator's name
R	Instruction re-instated
X	Incorrect bank details

1 Appendix B – Sample Files

1.1 STA Files

A sample of the STA is included below:

The file is a variable length plain text file with each line terminated with a standard CRLF pair (0d 0a).

The filename is in the form XXX9999.STA - where XXXX is the client scheme code, 9999 is the sequential client file number and the extension STA denotes statement.

Detail	Length	Comments
"Statement of Client money"	25	Header
Blank line	0	Filler (0d 0a)
"Opening Balance" +space(4) + date + space(6) + amount in pounds and pence padded with leading spaces	45	dd/mm/yyyy max value 99999999.99
<i>Scheme Adjustment narrative</i> + space(6)+ adjustment amount in pounds and pence padded with leading spaces.	45	Optional Narrative length 29 max value 99999999.99 For example, unpaid invoice, system error etc. *Note1
Blank line	0	Filler (0d 0a) * Note1

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"Imported files:" + space(4) + date	29	dd/mm/yyyy
Blank line	0	Filler (0d 0a)
<i>Transaction detail</i> + amount in pounds and pence padded with leading spaces		Only if there is a value for transactions Detail padded to 35 char with trailing spaces max value 9999999.99
"Total Credits" + space(23) + <i>total of above</i> transactions amount in pounds and pence padded with leading spaces	45	(0.00) if zero value max value 9999999.99
"Less Debits" + space(23) <i>payments made amount</i> in pounds and pence padded with leading spaces	45	(0.00) if zero value max value 9999999.99 (always positive)
Blank line	0	Filler (0d 0a)
"Closing Balance" + space(4) + date + space(6) + <i>balance amount</i> in pounds and pence padded with leading spaces	45	dd/mm/yyyy (0.00) if zero value max value 9999999.99
Blank line	0	Filler (0d 0a)
Blank line	0	Filler (0d 0a)

Statement File with Scheme Adjustments

Call-Off Schedule 1 (Transparency Reports)

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1	Statement of Client money		
2			
3	Opening Balance	07/04/2010	105821.22
4	EASTER PROCESSING ADJUSTMENT		16846.02
5			
6	Imported files:	07/04/2010	
7			
8	Post Office (.PO)		11635.92
9	PayPoint (.PP)		4490.19
10	Direct Debits (.DD)		-15.61
11	Credit Cards (.TCC)		122.64
12	Debit Cards (.TDC)		1444.78
13	Total Credits		17677.92
14	Less Debits		3189.43
15			
16	Closing Balance	07/04/2010	137155.73
17			
18			
19			

Statement File without Scheme Adjustments

1	Statement of Client money		
2			
3	Opening Balance	19/06/2010	31000.00
4			
5	Imported files:	19/06/2010	
6			
7	Post Office (.PO)	1132.00	
8	PayPoint (.PP)	100.00	
9	Direct Debits (.DD)	300.00	
10	Credit Cards (.CC)	40.00	
11	Debit Cards (.DC)	40.00	
12	Cash Adj (-) (.CSH)	-55.00	
13	Cash Adj (+) (.CSH)	110.00	
14	Returned cheques (.CQE)	-30.00	
15	Total Credits		1637.00
16	Less Debits		1000.00
17			
18	Closing Balance	19/06/2010	31637.00
19			
20	SUB		

Joint Schedule 1 (Definitions)

- 4.2 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.
- 4.3 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.
- 4.4 In each Contract, unless the context otherwise requires:
- 4.4.1 the singular includes the plural and vice versa;
 - 4.4.2 reference to a gender includes the other gender and the neuter;
 - 4.4.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 4.4.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 4.4.5 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**";
 - 4.4.6 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;
 - 4.4.7 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;
 - 4.4.8 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;
 - 4.4.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

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- 4.4.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.
 - 4.4.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract.
 - 4.4.12 Where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 4.5 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none">a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;c) verify the Open Book Data;d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;

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

Call-Off Schedule 1 (Transparency Reports)

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"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;

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"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Catalogue"	the Supplier's catalogue of Deliverables available to Buyers to order via the Direct Award Procedure
"Catalogue Item"	a Deliverable made available by the Supplier via the Catalogue for Buyers to order via the Direct Award Procedure
"Catalogue Price"	a price offered via the Catalogue and made available for Buyers via Direct Award
"Catalogue Publication Portal"	the CCS online publication channel via which Buyers can view the Catalogue
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">a) Government Department;b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c) Non-Ministerial Department; ord) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

Call-Off Schedule 1 (Transparency Reports)

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"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date i) until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' 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;

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"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none">a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:<ul style="list-style-type: none">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); andix) 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 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;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;d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding:<ul style="list-style-type: none">a) Overhead;b) financing or similar costs;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;d) taxation;e) fines and penalties;
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Call-Off Schedule 1 (Transparency Reports)

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	<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>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive 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;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 [subject to Royal Assent] 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 Subject"	has the meaning given to it in the GDPR
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier 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 Subject 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 7.1.1 of Framework Schedule 5 (Framework Management);

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"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");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference 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;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>a) descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>c) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>d) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	e) the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable

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	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;
"Due Diligence Information"	f) any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>a) the earlier of:</p> <p>b) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>c) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Call-Off Order Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Contract Charges; or</p> <p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>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;</p>

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"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	a) the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>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;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>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;</p> <p>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</p> <p>iii) any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

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"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	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;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;

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"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>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:</p> <ul style="list-style-type: none"> 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 <p>b) any Personal Data for which the Authority is the Controller;</p>
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation;

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	<p>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;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	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;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>a) in respect of a person:</p> <p>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</p> <p>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</p> <p>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</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is</p>

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	<p>appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>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</p> <p>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</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing

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"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, d) 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;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	the management information specified in Specified in Framework Schedule 5 (Management Charges and Information);

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"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date(including where a Nil Return should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"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;
"New IPR"	<ul style="list-style-type: none"> a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non –Compliance"	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> 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

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	<p>equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the 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</p> <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>
"Open Book Data "	<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> <p>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;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>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;</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p>

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	h) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
Processor	takes the meaning given in the GDPR
Processor Personnel:	all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;

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"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none">i) induce that person to perform improperly a relevant function or activity; orii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none">i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); orii) under legislation or common law concerning fraudulent acts; oriii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none">a) the nature of the data to be protectedb) harm that might result from Data Loss Event;c) state of technological developmentd) the cost of implementing any measures <p>including but not limited to 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;</p>

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"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	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);

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	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 information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	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;
"Replacement Deliverables"	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;
"Replacement Subcontractor"	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);
"Replacement Supplier"	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;
"Request For Information"	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;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 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;
"Schedules"	any attachment to a Framework or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);

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"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	<p>means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate) which shall be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and must provide assurance that:</p> <ul style="list-style-type: none">a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;b) all related invoices are completely and accurately included in the MI Reports;c) all Charges to Buyers comply with any requirements under this Framework Contract on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); andd) a number of additional sample of public sector orders identified in Framework Schedule 8 (Self Audit Certificate) from the Supplier's order processing and invoicing systems as orders not placed under this Framework Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;

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"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"Software as a Service (SaaS)"	a software solution that involves the Buyer using applications sourced via the Supplier and running on a cloud infrastructure which is not managed or controlled by the Buyer. The applications are accessed from client devices through a thin client interface such as a web browser or a program interface
Software Support & Maintenance	software support & maintenance services as detailed at Paragraph 1.5 of Framework Schedule 1 (Specification)
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: 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;
"Start Date"	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;

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"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none">a) provides the Deliverables (or any part of them);b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/orc) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to a Contract
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none">a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative

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	person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	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;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;

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"Time & Materials"	a pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's employees and Sub-Contractors, and for materials used in the project, no matter how much work is required to complete the project. In the event that a Call-Off Contract uses this pricing mechanism, the price shall be based upon the prices detailed in Tables 1 to 5 of Annex 1 to Framework Schedule 3.
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the 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);
"US-EU Privacy Shield Register"	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: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

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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)

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

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

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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

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)

5. The insurance you need to have

- 5.1 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:
 - 5.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 5.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 5.2 The Insurances shall be:
 - 5.2.1 maintained in accordance with Good Industry Practice;
 - 5.2.2 (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;
 - 5.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 5.2.4 maintained for at least six (6) years after the End Date.
- 5.3 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.

6. How to manage the insurance

- 6.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 6.1.1 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;
 - 6.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

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- 6.1.3 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.

7. What happens if you aren't insured

- 7.1 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.
- 7.2 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.

8. Evidence of insurance you must provide

- 8.1 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.

9. Making sure you are insured to the required amount

- 9.1 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.

10. Cancelled Insurance

- 10.1 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.
- 10.2 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.

11. Insurance claims

- 11.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 11.2 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 9.1 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.
- 11.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 11.4 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

12. The Supplier shall hold the following [standard]insurance cover from the Framework Start Date in accordance with this Schedule:

- 12.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
- 12.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
- 12.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).
- 12.4 product liability insurance with cover (for a single event or series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

13. What is the Commercially Sensitive Information?

- 13.1 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.
- 13.2 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).
- 13.3 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	02/12/2020	[REDACTED]	[REDACTED]
2	02/12/2020	[REDACTED]	[REDACTED]

Joint Schedule 5 (Corporate Social Responsibility)

14. What we expect from our Suppliers

- 14.1 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)
- 14.2 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.
- 14.3 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.

15. Equality and Accessibility

- 15.1 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:
 - 15.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 15.1.2 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.

16. 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.

16.1 The Supplier:

- 16.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 16.1.2 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;

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- 16.1.3 warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world.
- 16.1.4 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 tracking offenses anywhere around the world.
- 16.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human tracking offenses anywhere around the world.
- 16.1.6 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;
- 16.1.7 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;
- 16.1.8 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;
- 16.1.9 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;
- 16.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 16.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

17. Income Security

17.1 The Supplier shall:

- 17.1.1 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;
- 17.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter;
- 17.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars

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of their wages for the pay period concerned each time that they are paid;

17.1.4 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;

17.1.5 record all disciplinary measures taken against Supplier Staff; and

17.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

18. Working Hours

18.1 The Supplier shall:

18.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

18.1.2 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;

18.1.3 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;

18.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 18.3 below.

18.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

18.3.1 this is allowed by national law;

18.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

18.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

18.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

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- 18.4 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.

19. Sustainability

- 19.1 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)

20. Restrictions on certain subcontractors

- 20.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 20.2 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.
- 20.3 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 20.4. 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 19 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:
 - 20.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 20.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 20.3.3 the proposed Key Subcontractor employs unfit persons.
- 20.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 20.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 20.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 20.4.3 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;
 - 20.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 20.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

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- 20.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 20.5 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 20.4, the Supplier shall also provide:
 - 20.5.1 a copy of the proposed Key Sub-Contract; and
 - 20.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 20.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 20.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 20.6.2 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;
 - 20.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 20.6.4 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;
 - 20.6.5 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);
 - 20.6.6 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
 - 20.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables

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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)

21. Definitions

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

"Financial Distress Event"

the occurrence or one or more of the following events:

- a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
- 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;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;
- d) Monitored Company committing a material breach of covenant to its lenders;
- 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
- f) any of the following:
 - i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
 - ii) non-payment by the Monitored Company of any financial indebtedness;
 - iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or

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	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;
"Credit Rating Threshold"	the minimum credit rating level for the Monitored Company as set out in Annex 2 and
"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"	the Supplier any Framework Guarantor or Call-Off Guarantor, [or any Key Subcontractor]
"Rating Agencies"	the rating agencies listed in Annex 1.

22. When this Schedule applies

- 22.1 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.
- 22.2 The terms of this Schedule shall survive termination or expiry of this Contract.

23. What happens when your credit rating changes

- 23.1 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.
- 23.2 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.
- 23.3 If there is any downgrade credit rating issued by any Rating Agency for either 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 be as at the end

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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 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 Company; and
- D is the value at the relevant date of the current liabilities of the Monitored Company.

23.4 The Supplier shall:

- 23.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 23.4.2 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.

- 23.5 For the purposes of determining whether a Financial Distress Event the credit rating of the Monitored Company (as the case may be) 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.

24. What happens if there is a financial distress event

- 24.1 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 24.3 to 24.6.
- 24.2 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

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then, CCS shall not exercise any of its rights or remedies under Paragraph 24.3 without first giving the Supplier ten (10) Working Days to:

24.2.1 rectify such late or non-payment; or

24.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.

24.3 The Supplier shall and shall procure that the other Monitored Companies shall:

24.3.1 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

24.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 24.3.1) 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.

24.4 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.

24.5 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.

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- 24.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 24.6.1 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;
 - 24.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 24.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 24.5 and 24.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 24.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 24.7 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 24.6.
- 24.8 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.

25. When can CCS or the Buyer terminate for financial distress

- 25.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
- 25.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 23.4;
 - 25.1.2 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 24.3 to 24.5; and/or
 - 25.1.3 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 24.6.3.

26. What happens If your credit rating is still good

- 26.1 Without prejudice to the Supplier's obligations and CCS' rights and remedies under Paragraph **Error! Reference source not found.**, 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:

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- 26.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 24.3 to 24.6; and
- 26.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 24.3.2(b).

ANNEX 1: RATING AGENCIES

Rating Agency 1: Dun & Bradstreet

Rating Agency 2: Experian

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier	[to be populated with the Supplier's D&B and Experian ratings as at the point of award]	D&B Risk Indicator 2 – Lower than average risk Experian – Fair
[Framework Guarantor/ [and Call-Off Guarantor]	[to be populated with the Framework Guarantor's D&B and Experian ratings as at the point of award]	[D&B Risk Indicator 2 – Lower than average risk Experian – Good]
[Key Subcontractor]	[to be populated with the Key Subcontractor's D&B and Experian ratings at the point of Call-Off award]	[to be populated by the Buyer invoking the provision as part of a Further Competition]

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: 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:	Steps	Timescale	
	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	Steps	Timescale	
	1.	[date]	
	2.	[date]	

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	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)

- 1.1 The only processing that the Processor is authorised to do is listed in this Joint Schedule 11 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 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 operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - (a) process that Personal Data only in accordance with this Joint Schedule 11 (Processing 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, which are appropriate to protect against a Data Loss Event, 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 :

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- (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular this Joint Schedule 11 (Processing 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 clause;
 - (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 this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, 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;
- (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.

1.5 Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;

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- (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 this 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.
- 1.6 The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (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 the Controller 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;
 - (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.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. 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.

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- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Joint Schedule 11 (Processing Data) such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause 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 this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers as identified in in this Joint Schedule 11 (Processing Data) (in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of paragraphs 1.1-1.14 for the Personal Data under Joint Control.

Annex 1 – a) Authorised Processing Template

[Framework][Call-Off] Contract:	RM 3821
Date:	
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS/the Customer is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively provide the service which allows members of the public who owe the MoJ money to pay by cash or direct debit.
Duration of the processing	The duration of the call-off contract and any applicable extension periods.
Nature and purposes of the processing	<p>The nature of the processing means any operation such as collecting payments, advising of payments using daily PIFs, using personal data to distribute payment cards to members of the public, setting up direct debit mandates using personal data, storage of data, provision of Management Information</p> <p>The purpose of the processing is to facilitate the payment of money to the MoJ, and provide data for subsequent reconciliation and MI.</p>

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Type of Personal Data	Name, address, payment reference number, sort code, account number, email address, card holder name bank details.
Categories of Data Subject	Ministry of Justice's employees and end users of the services.
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	Personal data not required to be retained under union or member state law will be anonymised within 30 days of the expiry of the termination unless requested to be returned.

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b) – Framework Contract Authorised Processing

Framework Contract:	RM 3821
Date:	
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.
Subject matter of the processing	Management of the Data and Application Solutions Framework Contract between CSS and the Supplier
Duration of the processing	Up to 7 years after the expiry or termination of the Framework Agreement
Nature and purposes of the processing	To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including <ol style="list-style-type: none">Ensuring effective communication between the Supplier and CSSMaintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Core Terms Clause 15 (Record Keeping and Reporting)
Type of Personal Data	Includes: <ol style="list-style-type: none">Contact details of, and communications with, CSS staff concerned with management of the Framework ContractContact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract,Contact details, and communications with, Sub-contractor staff concerned with fulfilment

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	<p>of the Supplier's obligations arising from this Framework Agreement</p> <p>iv. Contact details, and communications with Supplier staff concerned with management of the Framework Contract</p>
Categories of Data Subject	<p>Includes:</p> <p>i. CSS staff concerned with management of the Framework Agreement</p> <p>ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract</p> <p>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract</p> <p>iv. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract</p>
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder

Annex 2: Joint Controller Agreement

[Guidance: insert only where Joint Controller applies in this Joint Schedule 11 (Processing Data)]

In this Annex the Parties must outline each party's responsibilities for:

- providing information to data subjects under [Article 13 and 14](#) of the GDPR.
- responding to data subject requests under [Articles 15-22](#) of the GDPR
- notifying the Information Commissioner (and data subjects) where necessary about data breaches
- maintaining records of processing under [Article 30](#) of the GDPR
- carrying out any required Data Protection Impact Assessment
- The agreement must include a statement as to who is the point of contact for data subjects.

The essence of this relationship shall be published.

You may wish to incorporate some provisions equivalent to those specified in Paragraphs 1.1-1.14 of Joint Schedule 11 (Processing Data).

You may also wish to include an additional provision apportioning liability between the parties arising out of data protection; of data that is jointly controlled.

Where there is a Joint Control relationship, but no controller to processor relationship under the contract, this completed Annex C should be used instead of paragraphs 1.1-1.14 of Joint Schedule 11 (Processing Data).