

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

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

Part A

Order Form Template

CALL-OFF REFERENCE:	DDaT21239
THE BUYER:	Department for Business, Energy & Industrial Strategy
BUYER ADDRESS	1 Victoria Street, London, SW1H 0ET
THE SUPPLIER:	NEC Software Solutions Limited
SUPPLIER ADDRESS:	1st Floor, Imex Centre, 575-599 Maxted Road, Hemel Hempstead, Hertfordshire HP2 7DX
REGISTRATION NUMBER:	Company Number 968498
DUNS NUMBER:	21-750-3127
SID4GOV ID:	209109
SUPPLIER REF NUMBER:	CRM 109588, FWA 5217

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27th August 2021.

It's issued under the Framework Contract with the reference number RM3821 for the provision of Data and Applications Solutions.

CALL-OFF LOT(S):

RM3821 Lot 1 C

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms, Call-Off Special Schedules, and Service Definition (embedded below at Call-Off Deliverables).
2. Joint Schedule 1(Definitions and Interpretation) RM3821
3. The following Schedules in equal order of precedence:
 - Joint Schedules for framework reference number RM3821
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - ~~Joint Schedule 4 (Commercially Sensitive Information)~~ not used
 - ~~Joint Schedule 6 (Key Subcontractors)~~ not used
 - ~~Joint Schedule 7 (Financial Difficulties)~~ not used
 - ~~Joint Schedule 8 (Guarantee)~~ not used
 - ~~Joint Schedule 9 (Minimum Standards of Reliability)~~ not used
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for DDaT21239
 - ~~Call-Off Schedule 1 (Transparency Reports)~~ not used
 - Call-Off Schedule 2 (Staff Transfer) Part C and E only apply
 - ~~[Call-Off Schedule 3 (Continuous Improvement)]~~ not used
 - ~~[Call-Off Schedule 5 (Pricing Details)]~~ not used
 - Call-Off Schedule 6 (ICT Services)
 - ~~[Call-Off Schedule 7 (Key Supplier Staff)]~~ not used
 - ~~[Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]~~ not used
 - Call-Off Schedule 9 (Security) Part A short form
 - Call-Off Schedule 10 (Exit Management) Part B short form
 - ~~[Call-Off Schedule 11 (Installation Works)]~~ not used
 - ~~[Call-Off Schedule 12 (Clustering)]~~ not used
 - ~~[Call-Off Schedule 13 (Implementation Plan and Testing)]~~ not used
 - ~~[Call-Off Schedule 14 (Service Levels)]~~ not used
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - ~~[Call-Off Schedule 16 (Benchmarking)]~~ not used
 - ~~[Call-Off Schedule 17 (MOD Terms)]~~ not used
 - ~~[Call-Off Schedule 18 (Background Checks)]~~ not used
 - ~~[Call-Off Schedule 19 (Scottish Law)]~~ not used
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3. 0.3)

A small icon representing a Microsoft Word document, showing a blue 'W' on a white background with a document outline.

Core_Terms_v.3.0.3.d
ocx
5. Joint Schedule 5 (Corporate Social Responsibility) RM3821
6. ~~Call-Off Schedule 21 (Supplier Furnished Terms)~~ not used
7. ~~Call-Off Schedule 4 (Call-Off Tender)~~ not used

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

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

CALL-OFF SPECIAL TERMS

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

Special Terms 5 and 6 inclusive (all as set out in the Framework Award Form and set out below for ease of reference):

Special Term 5	Core Terms Clause 10.3.2 - Delete current text and replace with: "Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form. Under such circumstances the Buyer agrees to pay the Supplier's reasonable and proven unavoidable Losses resulting from termination of the Call- Off Contract, provided that the Supplier takes all reasonable steps to minimise such Losses. The Supplier will give the Customer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment."
Special Term 6	Core Terms Clause 11.7 - Delete the first bullet point.

Please refer to the Annexes to this Order Form for terms relating to licences, IPRs and Support & Maintenance.

CALL-OFF START DATE: 31.08.2021

CALL-OFF EXPIRY DATE: 30.08.2023

CALL-OFF INITIAL PERIOD: 2 years

CALL-OFF EXTENSION PERIOD: 1 x 12-month period

CALL-OFF DELIVERABLES

1. NECSWS Cloud Services

Infrastructure

There shall be no change to the infrastructure used as this is a continuation of an existing service (see Charges section below for more details).

The following software shall be hosted:

- **NECSWS Software (Application Software)**
 - NEC Foundation Layer Solution (Back Office)
 - NEC NDS Public Website Solution (PWS).
- **Customer Software (Application Software)**
 - N/A
- **Third Party Software (Application Software)**
 - Oracle SE2 RDBMS (3 licences)
 - Open Source ESB and Databases (Camel and MongoDB)
 - Axway API Gateway

Network

Framework Ref: RM3821

Project Version: V1

Model Version: v3.0

The Internet connection shall be unchanged as this is a continuation of an existing service.

2. Software Licences

- NEC Foundation Layer Solution (Back Office)
- NEC NDS Public Website Solution (PWS).

Further details of the Software Licences are detailed in Annex 1 below.

A description of each of the Deliverables listed above are set out below:



1196 - Lot 1c -
Home Energy Softw.

Each of the above products and services shall, regardless of any other provision in the Call Off Contract, be provided in accordance with and subject to the provisions of the Call-Off Schedule 20 (Call-Off Specification).

For avoidance of doubt Call-Off Schedule 20 (Call-Off Specification) shall take precedence over service deliverables.

MAXIMUM LIABILITY

"The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, save that the value of £5 million pounds shall be replaced with £500,000.00".

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £256,014.48 excluding VAT.

CALL-OFF CHARGES (excluding VAT)

Annual Charges: £256,014.48 payable annually in advance from the Call Off Start Date and each anniversary thereof

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Total Charges: £256,014.48 per annum

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For clarity, the Charges set out in this Call Off Contract assume that TUPE will not apply on commencement of service delivery. Regardless of any other provision of the Call-Off Contract, the Supplier may adjust its Charges to reflect any additional costs incurred if any employees unexpectedly transfer to the Supplier.

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

The Charges will not be impacted by any change to the Framework Prices.

Notwithstanding the above, the Call-Off Charges shall be increased on each anniversary of the Call-Off Start Date. The annual increase will not exceed the annual percentage increase in the Retail Prices Index (RPI) as calculated in the preceding June or preceding December, whichever is closer to the date indexation is due to be applied.

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract.

PAYMENT METHOD

Payment of all charges shall be made by electronic or automated payment systems only, such as Faster Payment, BACS. The use of an alternative payment method is subject to the Supplier's prior written agreement and the Supplier reserves the right to pass on to the Buyer any additional costs it incurs in respect of such alternative payment method.

Upon placing the order, the Buyer shall immediately provide the Supplier with the applicable PO number and shall make the PO out to NEC SOFTWARE SOLUTIONS UK LIMITED and quote the NECSWS Reference at the top of page 1 above. POs should be emailed to [REDACTED] the Supplier does not receive the PO, the Supplier shall have the right to validly raise invoice(s) against the order in accordance with the payment terms set out herein.

Without prejudice to the Supplier's other rights under the Call Off Agreement, if any payment from the Buyer under the Call Off Agreement is overdue, the Supplier may temporarily suspend the provision of the Services until such time as payment is received in full.

BUYER'S INVOICE ADDRESS:

All invoices should be sent to [REDACTED]

All invoices must include a valid purchase order number.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

Framework Ref: RM3821

Project Version: V1

Model Version: v3.0

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

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NEC Version Number 08.03.2021 .

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Quarterly

PROGRESS MEETING FREQUENCY

Quarterly

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

As set out in Annex 3 below

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

MINIMUM PERIOD OF NOTICE FOR NO FAULT TERMINATION

90 days to expire at the end of the Initial Period

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

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

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Part B

Call-Off Schedules

- ~~Call-Off Schedule 1 (Transparency Reports)~~ not used
- Call-Off Schedule 2 (Staff Transfer) Part C and E only apply
- ~~[Call-Off Schedule 3 (Continuous Improvement)]~~ not used
- ~~[Call-Off Schedule 5 (Pricing Details)]~~ not used
- Call-Off Schedule 6 (ICT Services)
- ~~[Call-Off Schedule 7 (Key Supplier Staff)]~~ not used
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 - Joint Schedule 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - ~~Joint Schedule 4 (Commercially Sensitive Information)~~ not used
 - 5 (Corporate Social Responsibility)
 - ~~Joint Schedule 6 (Key Subcontractors)~~ not used
 - ~~Joint Schedule 7 (Financial Difficulties)~~ not used
 - Joint Schedule 8 (Guarantee) not used
 - ~~Joint Schedule 9 (Minimum Standards of Reliability)~~ not used
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

Annex 1 – IPR and Licence terms

The Buyer was granted the licences set out below under a previous contract with the Supplier dated 31 August 2016 under the framework agreement for Corporate Software Solutions (“Original Contract”). The Original Contract has expired and the Supplier will continue to deliver Support & Maintenance Services under this Call-Off Contract therefore the clauses below which refer to expiry/termination shall be taken to mean expiry/termination of this RM3821 Call Off Contract.

SUPPLIER SOFTWARE, BUYER SOFTWARE AND THIRD-PARTY SOFTWARE

This Annex 1 shall apply to the following deliverables:

1. SUPPLIER SOFTWARE

Foundation Layer Solution (Back Office)

NDS Public Website solution (PWS)

2. THIRD PARTY SOFTWARE

Oracle SE2 RDBMS (3 licenses)

Open Source ESB and Databases (Camel and MongoDB)

3. AXWAY API GATEWAYBUYER SOFTWARE

Operating systems to support the above. CentOS for PWS and Solaris for Backoffice

During the Call Off Contract Period the Buyer is granted:

- a royalty free, non-transferable but freely sub-licensable, non-exclusive, irrevocable (save in the event of any breach by the Buyer of this Clause) licence to use Specially Written Software, Supplier Software, Project Specific IPR, Supplier Background IPR and Third Party IPR, for the sole purpose of and to the extent necessary to receive the Services;
- a licence to use Third Party Software on the licence terms of the relevant third party.

The licence granted above constitutes the Buyer’s entire right in relation to Specially Written Software, Supplier Software, Third Party Software, Project Specific IPR, Supplier Background IPR, and Third Party IPR during the Call Off Contract Period.

Upon expiry or termination of the Call Off Contract (except where terminated by the Supplier in accordance with clause 10.6 of the Call Off Contract Core Terms) the Buyer shall be granted the licences and shall have the rights set out in table 1 below. The licences granted pursuant to this clause constitute the Buyer’s entire right in relation to Specially Written Software, Supplier Software, Project Specific IPR, Supplier Background IPR, and Third Party IPR following expiry or termination of the Call Off Contract. For the avoidance of doubt, any use of Third Party Software following expiry or termination of the Call Off Contract is subject to the Buyer procuring a licence from the relevant third party to use the same.

To the extent that the provisions of this Annex conflicts with any other provisions of the Call Off Contract the parties acknowledge and agree that this Annex shall take precedence.

Prior to the expiry or termination of the Call Off Contract, the licences granted under the Original Contract shall continue without amendment.

Table 1 – Intellectual Property Rights on expiry or termination

Item	Definition	Scope of Licence granted
Specially Written Software	means 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 Call Off Contract, excluding any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Call Off Contract;	<p>Perpetual, royalty-free, irrevocable, non-exclusive, non-transferable licence to use the Documentation (including Software Supporting Materials), Source Code and Object Code of Specially Written Software.</p> <p>This license includes the right to load, execute, interpret, store, transmit, display, copy (for the purposes of loading, execution, interpretation, storage, transmission or display), modify, adapt, enhance, reverse compile, decode and translate such Specially Written Software.</p> <p>The Buyer shall be freely entitled to sub-licence the rights set out above.</p>
Project Specific IPR	<p>means:</p> <ul style="list-style-type: none"> a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call Off 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 this Call Off Contract and all updates and amendments to the same; <p>but shall not include the Supplier Background IPR or the Specially Written Software, Supplier Software or Third Party Software;</p>	<p>Perpetual, royalty-free, irrevocable, non-exclusive, non-transferable licence to use the Project Specific IPR including the right to copy, adapt, publish and distribute the same.</p> <p>The Buyer shall be freely entitled to sub-licence the rights set out above.</p>
Supplier Software	means any software which is proprietary to the Supplier (or an Affiliate of the Supplier) and identified as such in the Order Form together with all other such software which is not identified in the Order Form but which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Services or is embedded in and in respect of such other software as required to be licensed in	<p>The Supplier Software (Foundation Layer) is licensed to the Buyer on the terms set out in Annex 2</p> <p>The Buyer shall be freely entitled to sub-licence the rights set out above provided that:</p> <ul style="list-style-type: none"> (i) the sub-licence is on terms no broader than those granted to the Buyer, and (ii) the sub-licence only authorises the third party to use the rights licensed in Annex 2

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

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	order for the Buyer to receive the benefit of and/or make use of the Services (according to the terms in Annex 2) in order for the Buyer to receive the benefit of and/or make use of the Services);	for any purpose relating to the exercise of the Buyer's business or function.
Supplier Background IPR	<p>means</p> <p>a) Intellectual Property Rights owned by the Supplier before the Call Off Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or</p> <p>b) Intellectual Property Rights created by the Supplier independently of this Call Off Contract,</p> <p>but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;</p>	<p>Perpetual, royalty-free, non-exclusive, non-transferable licence to use the Supplier Background IPR for any purpose relating to the exercise of the Buyer's business or function.</p> <p>The Buyer shall be freely entitled to sub-licence the rights set out above provided that:</p> <p>(i) the sub-licence is on terms no broader than those granted to the Buyer, and</p> <p>(ii) the sub-licence only authorises the third party to use the rights licensed above for any purpose relating to the exercise of the Buyer's business or function.</p>
Third Party IPR	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by a third party subsisting in any Third Party Software;	<p>Supplier will procure that the owner or authorised licensor of Third Party IPR grants a direct licence to the Buyer on the following terms:</p> <p>Perpetual, royalty-free, non-exclusive, non-transferable licence to use the Third Party IPR for any purpose relating to the exercise of the Buyer's business or function.</p> <p>If the Supplier cannot obtain a licence materially in accordance with the terms set out above, then the Supplier shall</p> <p>(i) notify the Buyer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use; and</p> <p>(ii) only use such Third Party IPR if the Buyer Approves the terms of the licence from the relevant third party.</p>

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

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NEC Version Number 08.03.2021 .

Third Party Software	means any software identified as such in the Order Form together with all other software which is not listed in the Order Form which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open-Source Software which is or will be used by the Supplier for the purposes of providing the Services);	Licensed to the Buyer on the Third Party Software Provider's standard licence terms if the Buyer pays for the required licence fee and any Support and Maintenance fee.
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ANNEX 2 - LICENCE TERMS FOR SUPPLIER SOFTWARE AND THIRD-PARTY SOFTWARE

Supplier Standard License Terms

During the Call Off Contract Period the Buyer is entitled to use the Supplier Software to receive the Services. Thereafter the Buyer may use the Supplier Software Foundation layer application software on the following terms:

1. LICENCE AND USE

"Agreement" means the Agreement to which this Schedule is attached and forms a part.

"Designated Server" means one Server hosted at the Buyer's Premises as agreed between the parties;

"Documentation" means the written descriptions of the Supplier's Software features, functions and methods of operation and the instructions provided for the use thereof by the Buyer.

"Licence Terms" means perpetual

"Location" means the Buyer's Premises;

"Use" or "Used" means in relation to the machine readable portion of the Supplier's Software, reproduction through any act of loading, displaying, running, transmitting or storage, in whole or in part, into or on the Designated Server for the purposes of processing the instructions contained in the Supplier's Software and the Buyer's own data.

- 1.1 The Supplier grants to the Buyer a personal non-exclusive non-transferable licence to Use the machine readable portion of the Supplier's Software (and where appropriate the Documentation) for the applicable Licence Term (as defined) on the Designated Server (as defined) at the Location (as defined), for the Buyer 's own internal data processing purposes and to copy the same solely for back-up purposes, and to possess and refer to any user Documentation supplied by the Supplier provided always that the Buyer adheres to the following material conditions:-

- 1.1.1 the Buyer Uses only one copy of the Supplier's Software for live operations;
- 1.1.2 the Buyer has paid the full Software Licence by having paid all the Call Off Contract Charges due and undisputed prior to expiry or termination in accordance with this Agreement;
- 1.1.3 the Buyer does not delete, amend or otherwise alter any copyright or other ownership notices or legends displayed, contained in, or attached to the Supplier's Software and Documentation;
- 1.1.4 the Buyer does not decompile or reverse engineer the Supplier's Software, save where the necessary information has not been made available by the Supplier and save as expressly permitted by the EU Software Directive – Council Directive no. 91/250/EEC as amended from time to time or as otherwise permitted by law;
- 1.1.5 save as provided above the Buyer does not assign, transfer, sell, trade or otherwise deal in, lease, encumber, market, rent, disclose, publish technical details of (including the results of benchmark or other tests), copy, modify, enhance, convert or translate the Supplier's Software or Documentation;
- 1.1.6 the Buyer does not exceed any of the restrictions on Use (as defined);
- 1.1.7 the Buyer reproduces on any back-up of the Supplier's Software the Supplier's or the third party owner's copyright and trade mark notices;
- 1.1.8 the Buyer does not permit any third party to Use the Supplier' Software or Documentation;

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

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NEC Version Number 08.03.2021 .

- 1.1.9 the Buyer does not Use the Supplier' Software or user Documentation on behalf of or for the benefit of any third party.
- 1.2 The Supplier will deliver to the Location one copy of the Supplier' Software (Foundation Layer), which the Buyer will be responsible for installing and implementing (except to the extent that the Supplier has agreed to provide Consultancy Services to assist with installation and implementation), together with one copy of the Documentation.
- 1.3 A separate licence is required for each server on which Buyer Uses the Supplier' Software, except that Buyer may:
 - 1.3.1 change the Designated Server subject to written confirmation from the Supplier and payment by the Buyer of any associated additional licence fees and/or support fees at the Supplier' then prevailing rates;
 - 1.3.2 temporarily Use the Supplier' Software on a back-up server when the Designated Server is inoperable;
 - 1.3.3 assemble or compile the Supplier' Software on another server if the Designated Server is not capable of so doing.
- 1.4 A new release of the Supplier' Software may be Used for production/testing whilst productive Use of the previous release continues on the Designated Server, without liability for any additional charges.
- 1.5 The Buyer shall notify the Supplier as soon as reasonably practicable if the Buyer becomes aware of any unauthorised Use of any part of the Supplier' Software by any third party and shall take all such other steps as shall from time to time be necessary to protect the Confidential Information and Intellectual Property Rights of the Supplier (or the third party owner) in the Supplier's Software.
- 1.6 Any Support and Maintenance required including updates and new versions will be subject to the Buyer entering into a separate agreement with the Supplier.
- 1.7 The Buyer shall be responsible for the costs of any underlying platform software such as Oracle.

ANNEX 3 – Support & Maintenance Services

Definitions Table	
Definition	Meaning
Buyer System	means 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 Call Off 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 Goods and/or Services;
Core Hours	09:00 to 17:30 on a Working Day
CSM	Means the Supplier's Service Manager
Excused Performance	Means the situation where there is a Service Failure and The Supplier demonstrates that such failure was not directly attributable to the Supplier.
Initial Response	Shall mean the acknowledgement of receipt of the Incident either by telephone or electronically via portal or email, provision of an Incident reference number and allocation of a priority in accordance with the Priority Table in this SLA document.
Key Performance Indicator	Is a required and measured level of service.
Maintenance Window	An agreed period during the month used for system patching, release updates and scheduled hardware maintenance.
Permitted Maintenance	A period agreed during Core Hours with the Buyer for the maintenance of Systems
Resolution	Shall mean the provision of a full, permanent solution or the implementation of a work-around. Work-arounds shall be reviewed by the parties in Service Review Meetings.
ROM	Means Rough Order of Magnitude
Service Credit	The sum payable in respect of the failure by the Supplier to meet one or more of the Key Performance Indicators as specified in the SLA.
Service Hours	As set out in the table at paragraph 1.3.1 Service Availability.

Definitions Table	
Definition	Meaning
Service Levels	The levels of service required to be provided, as prescribed in the SLA.
Service Period	Means one calendar month
SLA	Means this Service Level Agreement.
Supplier Equipment	means 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 System	means the information and communications technology system used by the Supplier in supplying the Services, including the Supplier Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
System	As defined in paragraph 1.4 System Availability.
Working Day	Monday to Friday excluding Public and Bank Holidays in England and Wales.
Yearly Service Charge	Calculated in accordance on the monthly service charges set out in the Call Off Order Form

1.2 Priority Criteria

- 1.2.1 The priority to be assigned shall be allocated by the Service Desk at the time of placing the call or the automated processes reporting an incident. The following priority criteria are for guidance only:

Service Incident Priority Table	
Priority	Description
1	<p>Service non-functional with high impact on user operations</p> <p>Green Deal register unavailable to all users</p> <p>PRS System unavailable for to all users</p> <p>Total system Security breach</p> <p>Green Deal Register unable to communicate with EPC Register</p> <p>Green Deal Register unable to communicate with GDCC</p> <p>Advisors unable to lodge plans</p> <p>Supplier elements of the RHI interface fails to provide EPC data to Ofgem</p>

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

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NEC Version Number 08.03.2021 .

2	Service partially usable with medium impact on user operations, e.g. the application is still functioning but there is severe performance degradation affecting more than 50% of the users, or system non-functional to a subset of users for an extended period of time. Unable to lodge any GD plans GD ORB unable to update participant data GDARS not accessible
3	Performance degradation affecting less than 25% of users. GD Participants unable to carry out administrative tasks (e.g. register new staff members)
4	Low level service performance issues New GD Advisor unable to register Request for information./Service request Users experiencing problems using system Individual or small numbers of users experiencing access problem BEIS Policy Advisor unable to access MI & Stats Individual PRS Users cannot access data

- 1.2.2 The Supplier will commence working towards a resolution of the incident once accepted and shall use all reasonable endeavours to resolve incidents in accordance with the following Service Resolution Table. The SLA clock will stop if further information is required from the Buyer or third party.

Service Resolution Table				
Priority	Initial time to respond	Target time to resolution	Service credit threshold	Service credit%
1	15 minutes	4 Core Hours	8 Core Hours	15% of Monthly charge
2	30 Minutes	8 Core Hours	2 Working Days	10% of Monthly charge
3	60 Minutes	1 week or Patch release	N/A	N/A
4	4 Core Hours	3 weeks or Main release	N/A	N/A

KPIs (which do not attract Service Credits)				
KPI Ref.	Service Performance Criterion	Key Indicator	Service Performance Measure	KPI Reporting
KPI 1	Response time for Service Desk issues	Date & time stamps	95% portal and call requests responded to within 30 seconds during core hours	Quarterly Service Report

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

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KPIs (which do not attract Service Credits)				
KPI Ref.	Service Performance Criterion	Key Indicator	Service Performance Measure	KPI Reporting
KPI 2	Delivery time for ROMs, Estimates & Quotations	Email record - date & time stamps	(a) ROMs within 8 working days (b) Estimates within 15 working days (c) Quotations – timescales to be agreed during Project Initiation period*. (d) Impact Assessment – timescales to be agreed during Project Initiation period*. *Will vary with quantity and complexity of changes being requested	Project Highlight Report during Implementation and Quarterly Service Report, post go-live.
KPI 3	Delivery time for Documentation	Project milestones	Documentation relating to: a) Project Highlight /Progress Reports - At least 3 working days before project board meetings or as agreed. b) Technical Designs – provided 2 weeks in advance of development or as agreed. c) Operations Manual – 2 weeks before live operation or as agreed d) User guides/help – delivery ready for UAT or as agreed	Project Highlight Report
KPI 4	Frequency of penetration tests	Date of penetration tests	Annual penetration tests performed within 1 month of their due date as agreed with Departmental Security Officer (DSO).	Quarterly Service Report
KPI 5	Timeliness of Disaster Recovery Tests	Date of DR tests	Annual DR testing performed within 1 month of the due date	Quarterly Service Report
KPI 6	Timeliness of scheduled releases.	Scheduled release date	On the day of scheduled release date agreed with BEIS.	Quarterly Service Report

Management of all incidents and performance against KPIs will be monitored by the CSM and reported via the monthly service meetings.

Forward plans for resolution of any incidents outside the SLA timescales or KPIs consistently (greater than 3 months in succession) not being met will be agreed and monitored at these meetings.

In the case of any P3 or P4 incidents that have been agreed as having a significant, time or business critical impact the priority can be amended to reflect the importance, but will not attract service credits or contribute to the trigger of any Critical Service Level Failure.

1.3 Service Availability

Service Levels Table				
Key Performance Indicators (which attract Service Credits)				
Ref	Description	Target Measure	Service Credit threshold	Comment
KPI1	System Availability	99% availability during Core Hours 95% availability outside Core Hours	Less than 95% availability during Core Hours. Less than 85% availability outside Core Hours.	Maximum 5% of the Monthly Hosting Charge

- 1.3.1 The Services will be provided during the hours on the days stated on the Service Availability Table below. Unless otherwise stated, all times are Greenwich Mean Time (GMT), British Summer Time (BST) or such other time as then prevails in England.

Service Availability Table	
Service	Service Hours
Data centre services	24 hours per day, 7 days per week
The Supplier System operations	24 hours per day, 7 days per week
Operating System Administration	Core Hours
Monitoring services	24 hours per day, 7 days per week
Network services	24 hours per day, 7 days per week
Software support services	Core Hours
Database Administration	Core Hours and the Supplier company holidays (i.e. those days between Christmas and the New Year which are not public holidays). If the latter should fall on a normal working day for the Buyer then the DBA Service may be provided at additional cost.
Database Out of Hours	17:30 to 23:00 on Working Days 09:00 to 17:30 at weekends, excluding public holidays
Application Management	As per Database Administration
Measured Availability Hours	Core Hours
Service Desk (call logging)	24 hours per day, 7 days per week
Incident Management	Core Hours
Management services	Core Hours
Disaster Recovery Services	24 hours per day, 7 days per week

- 1.3.2 **The Supplier System Availability:** The Supplier System shall be available for on-line use 24 hours per day, 7 days per week, excluding the Maintenance Window and certain times during which housekeeping and other agreed operational activities shall take place.

- 1.3.3 **Measured Availability:** The operational Systems shall be available for on-line access during the hours specified in the Supplier System Availability above. The hours of availability will be measured during the Measured Availability Hours (defined in Service Availability Table above) and recorded as described in System Availability below.

1.4 System Availability

- 1.4.1 The servers and application software ("the System") managed by the Supplier shall be available and measured during the Measured Availability Hours. The System will be available outside of the Measured Availability Hours, subject to agreed scheduled downtime. Failures occurring outside of the Measured Availability Hours that require the activation of services not provided outside the Measured Availability Hours will be addressed at the start of the next relevant Service Hours period.
- 1.4.2 The Supplier shall be responsible for monitoring the availability of the System.
- 1.4.3 Availability measurement shall apply to the System as detailed below.
- 1.4.4 Downtime shall mean any period when the System is not available to End-Users ("Downtime"). For the avoidance of doubt, Downtime shall include unavailability as a result of hardware, operating system, wide or local area network failure, or application software failure where such failure prevents access to the System/application for all End-Users.
- 1.4.5 Downtime for which the Supplier would not incur Service Credits shall include:
1.
 - a) Incidents that occur as a result of circumstances not within the Supplier's responsibility under this Agreement;
 - b) any period of unavailability agreed between the parties including scheduled maintenance and operational activity.
 - c) Failure of a constituent part of the System, such as failure of a single server in a cluster, which does not prevent an End-User from accessing the application software provided that such End-User's use of the System is not materially impaired.
 - d) Downtime arising from any Application Software or database or data administration initiated by the Buyer or its agents;
 - e) Downtime resulting from Application Software, Operating System or database design errors where such errors cannot reasonably be expected to be the responsibility of the Supplier under this service;
 - f) Downtime resulting from patches applied by the Supplier, to operating system software where the integrity of the software supplied by manufacturer is not fit for purpose;
 - g) Downtime resulting as a consequence of a denial of service attack (provided that the Supplier has complied with its security obligations);
 - h) Downtime for the Buyer's or its agents' initiated upgrades to hardware and software not agreed in advance between the Supplier and the Buyer;
 - i) Any fault or failure of the Network or network components not directly attributable to the Supplier;
 - j) Downtime resulting from any other act or omission of the Buyer or its agents or representatives.

- k) Downtime resulting from failure of Application Software not directly managed and administered by the Supplier (and which may include, but is not limited to, the Supplier Support Agreements).

1.4.6 Each occurrence of Downtime shall be recorded to the nearest minute.

1.4.7 The recording of Downtime shall commence:

- a) At the time the Incident is logged directly with the Supplier Service Desk; or,
b) If earlier, when the Supplier identifies that the System is unavailable, except in the case of the Application Software where such Incident or identification occurs outside of Core Hours, in which case Downtime shall commence at the start of the next period of Core Hours.

1.4.8 Downtime shall end when availability of the System is restored. Downtime requiring Services outside of the Core Hours shall not be applied to the availability calculations.

1.4.9 During Downtime the Buyer may continue to use all operable elements of the System except when such operation interferes with remedial activities.

1.4.10 The availability percentage shall be calculated monthly, as the following fraction expressed as a percentage:

$$\frac{(\text{Hours in the Month} - \text{Downtime in Month}) \times 100}{\text{Hours in the Month}}$$

where:

“Hours in the Month” are the number of Measured Availability Hours in the preceding calendar month, excluding Permitted Maintenance and Maintenance Window, and;

“Downtime in Month” is the Downtime within the Measured Availability Hours in the preceding calendar month, excluding Permitted Maintenance and Excused Performance.

1.4.11 The target for System availability is 99% during Core Hours and 95% outside Core Hours.

1.4.12 The System availability target shall not apply when the System is operating in a disaster recovery situation.

2. Responses and Escalation

1.4.13 Summaries of the priorities and escalation targets are shown on the Priority Table and Escalation Table set out in this Annex 1. Incidents and failures occurring outside of the service hours defined in the Service Availability Table will be addressed at the start of the next Working Day. Whilst the Supplier shall endeavour to respond in accordance with the target times shown below, the actual response and fix times may vary according to the specific circumstances of the relevant incident.

1.4.14 The Supplier shall be responsible for carrying out the appropriate actions to resolve incidents and problems for which it is responsible. In respect of incidents for which there exists a separate agreement for maintenance and support of components of the System the Supplier shall liaise with third parties and monitor the incident to resolution.

3. Priority Criteria

1.4.15 “Initial time to respond” in the Service Resolution Table above shall mean the acknowledgement of receipt of the Incident either by phone or electronically via email, provision of an Incident reference number and allocation of a priority in accordance with the Hosting Incident Priority Table.

1.4.16 Unresolved incidents will be escalated in accordance with the Escalation Table.

Escalation Table	
Priority	Action
1	Notified immediately to the Supplier Service Delivery Manager. If not resolved within 2 hours of notification escalated to the Supplier Manager. If not resolved within 4 hours of notification escalated to the Supplier's Head of Customer Experience
2	Notified immediately to the Supplier Service Delivery Manager. If not resolved within 4 hours of notification escalated to the Supplier Manager. If not resolved within 8 hours of notification escalated to the Supplier's Head of Customer Experience
3	Notified to the Supplier Service Delivery Manager within 4 hours. If not resolved within 12 hours of notification escalated to the Supplier Manager. If not resolved within 36 hours of notification escalated to the Supplier's Head of Customer Experience

1.4.17 Where, in the reasonable opinion of the Supplier, the Resolution of an Incident is not possible due to the ability to Resolve such Incident being outside the Supplier's control, the Supplier shall formally notify the Buyer accordingly and the parties shall agree appropriate remedial action, such agreement not to be unreasonably withheld, and in these instances no service credits shall apply.

1.4.18 Resolution shall mean the provision of a full, permanent solution or the implementation of a work-around. Work-arounds shall be reviewed by the parties in Service Review Meetings.

1.4.19 Where multiple Incidents are related to the same occurrence of an issue within the same 24 hour period they will be linked to the original Incident and shall only count as one Incident for the purposes of service measurement.

1.4.20 In the event of multiple repeat Incidents within the calendar month, the Buyer and the Supplier shall meet and agree a resolution plan to resolve such Incidents.

2. SERVICE CREDITS

2.1.1 The Supplier shall measure the level of service provision against their respective Targets and shall calculate their respective Service Credits as detailed in this Service Level Agreement.

2.1.2 For the avoidance of doubt, Service Credits shall only be accrued in respect of failures to meet defined Service Credit thresholds, where such failures are wholly attributable to the Supplier.

2.1.3 Service Credits shall only be payable in respect of failures to meet the service levels as expressly set out in this Service Level Agreement and are the Buyer's sole and exclusive remedy for all failures to meet the Targets.

2.1.4 Service Credits shall not be payable by the Supplier to the extent that any failure to achieve the Targets arises as a result of:

- a) any act or omission of the Buyer that results in such a failure; or
- b) any fault or failure of the network or hardware not directly attributable to the Supplier;
or

- c) the operation or malfunction of any hardware or software not provided, maintained or managed by the Supplier under the Agreement; or
 - d) any act or omission of any third party not acting as a subcontractor of the Supplier.
- 2.1.5 Service Credits shall only be payable in respect of failure to meet the Targets pertaining to the Live system. Service Credits are not payable in respect of other systems such as Development and Test.
- 2.1.6 Priority 1 and 2 incidents shall only apply to the Live environment, not other environments such as Development and Test.
- 2.1.7 Where a single failure to provide the Targets indicates that more than one (1) Service Credit is applicable, only the highest applicable Service Credit shall be applied.
- 2.1.8 Where a failure to meet more than one of the Targets is wholly attributable to a single Incident, Service Credits shall only accrue in respect of the Target yielding the highest credit.
- 2.1.9 All Service Credits shall be calculated on a monthly basis, and the Supplier shall advise the Buyer of its calculations no less than three (3) Working Days prior to the next Service Review Meeting at which the parties shall agree the Service Credits due to the Buyer.
- 2.1.10 A Service Credit shall take the form of agreed additional services to the value of the Service Credit or a monetary credit to the value specified, at the Buyer's discretion. Such discretion must be exercised no later than one month after the Service Credit is due. In the event that the Buyer elects to take Service Credits in the form of additional services, the additional services will be provided in the form and at the time agreed with the Buyer but must be used within 6 months of first becoming due.
- 2.1.11 The maximum Service Credits in any one year shall not exceed ten percent (10%) of the Yearly Service Charge for the associated service and year in which the Service Credits have arisen.
- 2.1.12 If for any two consecutive Quarters the maximum Service Credit is liable then a Service Improvement Plan will be agreed with the Buyer. This plan will identify areas of service that are deficient and have an agreed plan for the improvements of these services.
- 2.1.13 The accruing of Service Credits is contingent upon the Buyer fulfilling its obligations as described in this Call-Off Contract.

ANNEX 2 TO PART A: CRITICAL SERVICE LEVEL FAILURE

In relation to Service Level (Restoration time for fixing software defects in live IT services) a Critical Service Level Failure shall include a failure to restore a P1 defect within eight (8) hours more than four (4) times in a rolling three (3) month period.

In relation to Service Level (availability of live IT Service) a Critical Service Level Failure shall include where availability during core hours is less than 80% over a Service Period.

Joint Schedule 1 (Definitions)

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

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract.

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

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

"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"	the Relevant Authority's right to: <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; 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;

	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"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;
"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; or d) 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;
"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 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;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation;

	<p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"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);
"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>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;

"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"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"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"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"	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> <ul style="list-style-type: none"> 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; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> 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; 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 iii) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date 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"	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;

"Extension Period"	
"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;
"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"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or

	b) any Personal Data for which the Authority is the Controller;
"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; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 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"	<ul style="list-style-type: none"> a) in respect of a person: 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 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 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 e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or 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 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 j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"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"	<ul style="list-style-type: none"> 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; 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

	c) all other rights having equivalent or similar effect in any country or jurisdiction;
"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
"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"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"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);
"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"	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

	<p>updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; 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>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> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; 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; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and

	<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> <p>h) the actual Costs profile for each Service Period;</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 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;
"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; or ii) 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); or ii) under legislation or common law concerning fraudulent acts; or iii) 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 protected b) harm that might result from Data Loss Event; c) state of technological development

	<p>d) the cost of implementing any measures</p> <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>
"Recall"	<p>a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
"Recipient Party"	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> 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"	<p>the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);</p>
"Regulations"	<p>the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;</p>
"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"	<p>the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;</p>
"Relevant Authority's"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights,

"Confidential Information"	trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably 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);
"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); and d) 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;

"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;
"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"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"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"	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 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;
"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.

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]

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.

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)

1. The insurance you need to have

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

2. How to manage the insurance

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

3. What happens if you aren't insured

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

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

7. Insurance claims

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

Joint Schedule 3 (Insurance Requirements)

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

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).
 - 1.4 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 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

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

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offenses anywhere around the world.

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

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter;
- 4.1.3 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 of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure

- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

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

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

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

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 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]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

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

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability"

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

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- 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;

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2018

"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;

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2018

- (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.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2018

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:

- Part C (No Staff Transfer On Start Date)

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:

1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

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

1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

(a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and

(b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.

1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:

1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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

2. Limits on the Former Supplier's obligations

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

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"	any of the following: <ul style="list-style-type: none">a) any error, damage or defect in the manufacturing of a Deliverable; orb) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; orc) 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

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

Crown Copyright 2018

Deliverable from passing any Test required under this Call Off Contract; or

- d) 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

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

Crown Copyright 2018

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

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

Crown Copyright 2018

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;

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

Crown Copyright 2018

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

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

Crown Copyright 2018

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 9.2.2 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),

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,

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

Crown Copyright 2018

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.

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

Crown Copyright 2018

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 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"

the occurrence of:

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

in either case as more particularly set out in the Security Policy;

"Security Management Plan"

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

2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the Security Policy and the requirements in this Schedule including the Security Management Plan and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 The Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2018

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

3. Security Standards

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

4. Security Management Plan

4.1 Introduction

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

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
 - (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2018

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

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2018

Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the Deliverables and/or associated processes;
- (c) any change to the Security Policy;
- (d) any new perceived or changed security threats; and
- (e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- (a) suggested improvements to the effectiveness of the Security Management Plan;
- (b) updates to the risk assessments; and
- (c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2018

request by the Buyer or otherwise) shall be subject to the Variation Procedure.

- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

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

Call-Off Schedule 10 (Exit Management)

Part B: Short Form Exit Management Requirements - SaaS

1. Within 20 (twenty) working days of the Start Date the Supplier must provide the Buyer with an exit plan which ensures continuity of service and which the Supplier will follow.
- 2 The Supplier must ensure that the exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its Replacement Supplier at the expiry or if the contract ends before the scheduled expiry.
- 3 The exit plan should set out full details of timescales, activities and roles and responsibilities of the Parties for:
 - the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - the strategy for export and migration of Buyer data from the Supplier system to the Buyer or a Replacement Supplier, including conversion to open standards or other standards required by the Buyer
 - the transfer of project- specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - the testing and assurance strategy for exported Buyer data
 - if relevant, TUPE-related activity to comply with the TUPE regulations
 - any other activities and information which are reasonably required to ensure continuity of Service during the exit period and an orderly transition
4. When requested, the Supplier will help the Buyer to migrate the Services to a Replacement Supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract ended before the Expiry Date due to Supplier cause. Otherwise any additional costs incurred by the Supplier in providing such assistance shall be subject to the Variation Procedure.

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 :
 - (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;
- (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.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

Joint Schedule 11 (Processing Data)

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- 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

Call-Off Contract:	RM 3821
Date:	31.08.2021 - 30.08.2023
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	<p>The provision of the Green Deal Register, the Private Rental Sector Exemptions database and the Interface between the Green Deal Register and Ofgem for the purposes of the Renewable heat Incentive scheme.</p> <p>The processing of names and business contact details of staff of both Contracting Authority and Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake Contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Contractor involved in managing the Contract.</p>
Duration of the processing	Processing will take place from 31 st August 2021. The contract will end on 30 th August 2023 but may be extended until 30 th August 2024.

Joint Schedule 11 (Processing Data)

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Nature and purposes of the processing	<p>To enable the Customer to fulfil their legal obligations under the Green Deal and EPC / EPBD regulations.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>
Type of Personal Data	<p>Names, addresses, property details, energy efficiency characteristics, , financial information relating to Green Deal Plans.</p> <p>Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>
Categories of Data Subject	<p>Members of the public, private landlords, energy assessors, employees / contractors of energy measure providers and local authorities.</p> <p>Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management.</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that	<p>As the agreement includes NPS Hosting services, data will be retained for the duration of the call off agreement and any extension period if used. With respect to the provision of support and maintenance services, the Supplier will have access to data for the duration of the Agreement. At the end of the agreement the customer data will either a) be returned securely to the customer or b) securely</p>

Joint Schedule 11 (Processing Data)

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type of data	<p>deleted, as per the instructions of the customer as part of any exit / termination plan to be agreed.</p> <p>If a) is applicable, the Supplier will Provide the Contracting Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Contracting Authority and erase from any computers, storage devices and storage media that are to be retained by the Supplier the expiry of the Contract #include if applicable# [and Contractor retention period]. The Supplier will certify to the Contracting Authority that it has completed such deletion.</p> <p>If b) is applicable, the Supplier will delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of the Contract (include if applicable) [and the Suppliers retention period]. The Supplier will certify to the Contracting Authority that it has completed such deletion.</p>
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b) – Framework Contract Authorised Processing

Framework Contract:	RM 3821
Date:	31.08.2021 - 30.08.2023
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	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including</p> <ul style="list-style-type: none"> i. Ensuring effective communication between the Supplier and CSS ii. Maintaining 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	<p>Includes:</p> <ul style="list-style-type: none"> i. Contact details of, and communications with, CSS staff concerned with management of the Framework Contract ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract, iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement iv. Contact details, and communications with Supplier staff concerned with management of

Joint Schedule 11 (Processing Data)
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	the Framework Contract
Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none">i. CSS staff concerned with management of the Framework Agreementii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contractiii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contractiv. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract
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

NOT USED

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 5.1 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.

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

Call-Off Ref:

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- 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

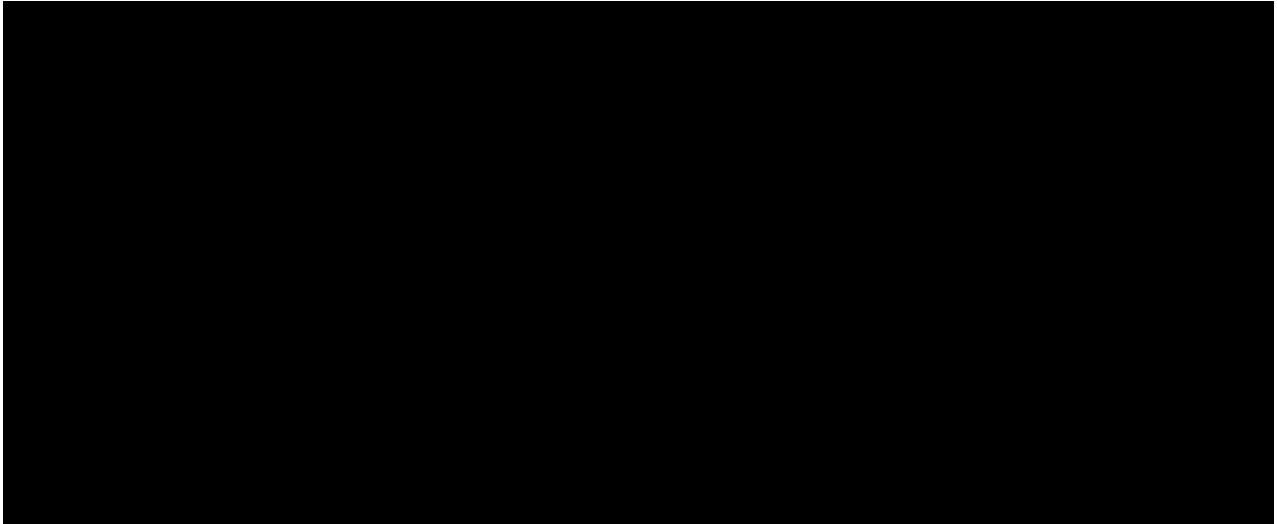
- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and 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:



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

1. Introduction

Background

The Department of Business Energy and Industrial Strategy (BEIS) works to make sure the UK has secure, clean, affordable energy supplies and promote international action to mitigate climate change. The department is looking to procure for the ongoing provision of the Home Energy IT solution.

The Home Energy IT Solution

The Home Energy IT solution currently encompasses three main work packages. The solution includes the provision of:

- the existing Green Deal Register
- a specific service in support of the administration of the domestic Renewable Heat Incentive (RHI) and
- the existing Private Rental Sector (PRS) Regulations Exemptions Database

The solution needs to be:

- flexible to reflect development in the policy areas over time, adding on functionality and services (such as user authentication and address lookup).
- Provide generic database functionality for the storage and provision of data to support future energy efficiency and renewable energy policy initiatives.

2. Aims

BEIS is looking for an experienced supplier to provide ongoing services of the Home Energy IT solution who shall be managing the delivery of IT solutions providing the necessary technical capabilities and management services.

The technical solutions delivered will be required to integrate with wider infrastructure serving the Department's need for policy delivery. The appointed supplier will need to work closely with BEIS, its partners (including Other Government Departments and agencies), and other appointed technical specialists as required.

3.Objectives

The technical service contract comprises of three main packages for maintenance of the existing:

- (a) Green Deal Register
- (b) Renewable Heat Incentive (RHI) interface
- (c) Private Rental Sector (PRS) Exemptions database

(a) Work Package 1 – Maintenance of the Green Deal Register

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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Maintaining the Green Deal Register will involve:

- Implementation of interfaces to Green Deal Central Charge Database (GDCC), Green Deal Oversight and Registration Body (ORB), Green Deal (GD) tools and Energy Performance Certificate (EPC) Register
- Provision of a PDF-generation service accessible through a website
- User portals for Registration, and GD Register data access
- Provision of management information

(b) Work Package 2 – Renewable Heat Incentive (RHI) Interface

The Domestic Renewable Heat Incentive (Domestic RHI) is a government financial incentive administered by Ofgem to promote the use of renewable heat. The Service Provider will be required to deliver the existing XML service linking the Green Deal Register with Ofgem systems to enable autonomous accreditation of Domestic RHI applications.

(c) Work Package 3 – Maintenance of the Private Rental Sector (PRS) Exemptions Database

Maintaining the PRS Exemptions database involves:

- Enabling landlords to register compliant exemptions;
- Enabling BEIS and local authorities to perform an audit of exemptions recorded;
- Enabling members of the public to enquire about the status of individual properties;
- Enabling local authorities to publish details of breaches uncovered.

Further details of the three main packages above are described in Section 5.

4. Service Requirement

4.1 Services Overview

The appointed Service Provider will be asked to undertake the maintenance and operation and provide ongoing support for the Home Energy IT solution.

The primary areas of responsibility include:

- Ongoing provision of the three work packages
- Managing the end-to-end delivery of IT projects, as changes to the existing systems are made;
- Designing and developing applications where necessary;
- Testing solutions;
- Documenting solutions;
- Supporting 3rd-party suppliers with integration NB: for the avoidance of doubt, support for User Acceptance Testing (UAT) is out of scope and will be separately chargeable;
- Providing training and business change management;
- Providing service desk and support for solutions;
- Continuous Improvement where necessary to maintain business as usual

The Service Provider will be asked to provide the following:

- Hosting of complete solution and components (e.g. web services, databases, mail-servers)
- Configuration of the any new developments & release management

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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- Data management including backup & recovery
- Service monitoring and incident management reporting and log maintenance

4.2 IT Solution Design, Development, & Transition Services

- **Note: The following service requirements are designated**
- **M** – Mandatory Requirement,
- **HD** – Highly Desirable Requirement,
- **D** – Desirable Requirement to signify the relative importance of the requirement.

The appointed service provider must meet all the stated mandatory requirements.

Table 1 - Solution Design, Development, Build & Transition Services

No.	Requirement	Description	Status
1.1	Management of Service Delivery		
	(a)	The Service Provider is required to manage the entire end-to-end delivery of Home Energy IT solutions.	M
	(b)	The Service Provider should nominate a Service Director to facilitate routine senior-level communications and, in extremis, to request management intervention by either party.	D
	(c)	The Project Manager must provide further information, if requested, to enable BEIS to determine the project status on provision of maintenance updates and reports which includes any test results.	M
	(d)	The Service Provider should use online tools to facilitate the sharing of project documentation.	D
	(e)	The Service Provider must ensure that services conform to the Government Digital Service Technology Code of Practice and Service Standard.	M
	(f)	The Service Provider should demonstrate that they are committed to continuous improvement of their services by participating in joint "Lessons Learned" exercises with BEIS.	D
	(g)	The Service Provider must provide regular quarterly performance update on service activity and system performance for each previous month ahead of the quarterly performance meetings.	M
1.2	Provision of ROMs and Impact Assessments		
	(a)	The Service Provider shall provide technical Impact Assessments detailing expected impact & risks of technical changes. The Service Provider shall be asked to provide a suitable pro-forma/process for such requests. Impact Assessment will not be treated as a chargeable extra.	M
	(b)	The Service Provider shall provide Rough Order of Magnitude (ROM) costs for delivering any additional services/solutions. Such ROM costs are intended for the purposes of BEIS budgetary planning and to inform options analysis. The Service Provider shall be asked to provide a suitable pro-forma/process for making such requests. ROMs should be covered within Service Management charges.	M
1.3	Design of additional IT Solutions		

Framework Ref: RM3821

Project Version: V1

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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	(a) The Service Provider must lead and manage the design of any additional functionality and applications in consultation with BEIS Digital technical architects and other 3 rd parties (e.g. Government Digital Service). BEIS Digital technical architects will specify applicable technical policies and standards, and review and approve technical designs.	M
	(b) The Service Provider should design the IT solution to reduce or eliminate single points of failure.	HD
	(c) The Service Provider must lead and manage the design of data models in consultation with BEIS representatives.	M
1.4	Analysis of Business Needs & Specification of Requirements	
	(a) The Service Provider must lead and manage the development of business requirements and technical specifications in consultation with BEIS representatives, as these needs arise.	M
	(b) BEIS will have authority to review & approve business requirements and specifications.	M
1.5	Development Services	
	(a) The Service Provider must lead and manage the development of software solutions, as the need for them arises.	M
	(b) The Service Provider should, where feasible, develop solutions using Open Standards/Open Source software in accordance with the Technology Code of Practice.	HD
	(c) The Service Provider must develop software solutions incrementally according to prevailing business priorities expressed by an appointed Product Owner.	M
1.6	Documentation	
	(a) The Service Provider must document any new developed solutions. The documentation must include technical design, user documentation, service management plan, project plan and delivery schedule.	M
	(b) The Service Provider must document the respective roles and responsibilities of parties involved in the design, development and operation of IT solutions and services.	M
1.7	Testing Services & Facilities	
	(a) The Service Provider must perform tests to demonstrate adequate performance of the solution under peak-load conditions.	M
	(b) The Service Provider must perform tests to demonstrate adequate security of the solution.	M
	(c) The Service Provider must facilitate the testing of interfaces to/from 3 rd party IT solutions (e.g. GDCC, ORB System, RHI (Ofgem), Green Deal Tools). Support for such testing may be separately chargeable.	M
	(d) The Service Provider must work constructively with/share knowledge with 3 rd parties engaged in the delivery of related IT solutions.	M
1.8	Transition Services	

Framework Ref: RM3821

Project Version: V1

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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	(a) The Service Provider must lead and manage any necessary data migration activities in consultation with BEIS representatives.	M
	(b) The Service Provider must ensure that the information content of IT solutions is restored in the event of unforeseen disruption to the service.	M
	(c) The Service Provider must plan for partial and complete disruption of IT solutions e.g. loss of connectivity to external solutions. BEIS representatives must approve management plans for handling service disruption.	M
	(d) The Service Provider must lead and manage cut-over from legacy solutions to new solutions with minimal disruption to services. BEIS representatives must approve the plan and timing of the cut-over.	M
	(e) The Service Provider must work with BEIS and any other third parties to ensure the smooth transition of the full service to a new Service Provider at the end of the contract and any necessary data extraction. Any additional data migration activities will need to be agreed and scoped and may be separately chargeable.	M
1.9	Training Services	
	The Solution Provider must lead and manage the delivery of training for the solutions developed in consultation with BEIS.	M
1.10	Accessibility	
	The Service Provider must ensure that the service meets the accessibility regulations for public sector websites - Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018.	M

4.3 Service Management & Hosting

- Note: The following service requirements are designated:
- **M** – Mandatory Requirement,
- **HD** – Highly Desirable Requirement,
- **D** – Desirable Requirement to signify the relative importance of the requirement.

The appointed service provider must meet all the stated mandatory requirements.

Table 2 –Service Management & Hosting

No.	Requirement	Description	
2.1	Service Management		
	(a) The Service Provider must operate the IT solutions as a fully managed service delivered through a formally defined arrangement e.g. ITIL.		M
	(b) The Service Provider must operate the IT solutions for various business purposes including inter alia – live operation/production, development, test and disaster recovery, as agreed with BEIS.		M

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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	(c) The Service Provider must provide a Service Desk to respond to service incidents and incident reported by users during normal working hours [09:00hrs-17:00hrs, Monday – Friday, excluding UK public holidays].	M
	(d) The Service Provider must provide Management Plans describing how IT solutions/services are to be managed.	M
	(e) The Service Provider must ensure that the IT solution operates within specified service levels.	M
	(f) The Service Provider must manage incidents affecting the delivery of services, according to the service Management Plan.	M
2.2	Hosting Services & Domains	
	<p>The Service Provider must provide all relevant technical components (physical or virtual) for the operation of the IT solutions as a managed service.</p> <p>Note 1: This shall normally include any hardware, virtual devices, storage, software tools, operating systems, monitors, racks, cables and communications connections.</p> <p>Note 2: Service providers will ensure that the storage and processing of data meets or exceeds the legal and policy constraints that UK Government data is subject to, notably GDPR legislation. Should the provider consider holding or processing data within the EEA, the provider should be particularly aware of the implications of the Schrems II case at the European Courts of Justice.</p>	M
	The Service Provider must maintain the technical components underpinning the IT Solution i.e. apply updates and patches according to good practice and being cognizant of compatibility issues.	M
2.3	Change & Release Management	
	The Service Provider must manage the introduction of changes and releases at pre-agreed times, with no/minimal disruption to normal operations.	M
2.4	Service & Component Monitoring	
	(a) The Service Provider must monitor the operational status of IT solutions and associated technical components.	M
	(b) The Service Provider should design IT Solutions to record a) appropriate messages upon the disruption of normal operations, and b) heart-beats to indicate live availability of technical components.	D
2.5	Disaster Recovery	
	(a) The Service Provider must execute a disaster recovery plan in the event of serious incidents compromising the availability of the IT service.	M
	(b) The Service Provider should design IT Solutions to resume normal operations without manual intervention in the event of a failed component.	HD

Framework Ref: RM3821

Project Version: V1

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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2.6	Ownership Rights	
	(a) The Service Provider must acknowledge no right of ownership or use of the data stored and processed by the system. This sensitive approach should be in line with GDPR regulatory guideline.	M
	(b) The Service Provider must acknowledge UK Government perpetual right to use, modify and transfer the IT solution.	M

4.4 Security Requirements

- Note: The following service requirements are designated:
- **M** – Mandatory Requirement,
- **HD** – Highly Desirable Requirement,
- **D** – Desirable Requirement to signify the relative importance of the requirement

The appointed provider must meet all the stated mandatory requirements.

Table 3 – Security Requirements

No.	Requirement Description	
3.1	Security Requirements	
	(a) The Service Provider must conduct a comprehensive Security Risk Assessment in accordance with ISO27001:2013 best practice.	M
	(b) The Service Provider must implement DETER-level controls to mitigate security risks identified in the Security Risk Assessment, in accordance with ISO27001:2013 best practice.	M
	(c) The Service Provider must conduct Penetration Tests, under the supervision of the Departmental Security Officer: i. prior to initial live operation of the solution. ii. as part of significant new release; and iii. annually (at least).	M
	(d) The Service Provider must ensure that IT solutions are security accredited for handling OFFICIAL-classified information prior to live operation.	M
	(e) The Service Provider must ensure that redundant data is deleted from non-operational services when it is no longer required.	M

4.5 Design Considerations

The following design considerations should be applied in the delivery of any changes to the existing service.

Table 4 – Design Considerations

Framework Ref: RM3821

Project Version: V1

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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Ref	Design Considerations
1	BEIS policies are subject to periodic and time-constrained change; for example it may be necessary to apply a new business rule from a date specified in regulations.
2	Individual solutions to support different policies should be designed to enable operational independence and future portability e.g. GDR solution to be retired gracefully, PRS solution to be ported to new hosting environment.
3	Generic services should be designed with potential for reuse within other solutions e.g. user authentication, service measurement, EPC access, IT Helpdesk
4	IT services should be designed with scalability in mind – both to increase and decrease capacity as required by prevailing circumstances.
5	Consideration should be given to the need to undertake multiple solution developments in parallel e.g. by providing additional development environments.

5. Scope

Work-package 1 – Maintenance of the Green Deal Registers

Background & Overview

The Green Deal enables consumers make energy-saving improvements to their homes. Green Deal Finance provides loans for house owners, tenants, landlords, and businesses to invest in energy efficiency measures, such as loft insulation. Loan repayments are attached to the electricity meter (not the individual) - whoever pays the electricity bill at the property and benefits for reduced energy demand will repay the loan.

The Green Deal Register system enables the operation of the Green Deal policy as the system is required to service ongoing loans and any new loans should there be any taken out.

The Green Deal Register interacts with the EPC Register (operated by the Ministry for Housing, Communities and Local Government, MHCLG) as a way of accessing information and form the foundation for Green Deal Occupancy Assessments.

The Green Deal Register needs to comply with Government Digital Service (GDS) standards, and will be hosted by the appointed supplier/developer for a period of time.

Maintenance of the existing Green Deal Register

- The Service Provider is to be tasked with maintenance and to develop any gaps within existing Green Deal Register, to:
- Store building-related data from :
- EPC assessments;
- Green Deal Assessments (which are used to generate GDARs), and
- consumer energy use data.
- Provide interfaces to:
- third party software tools;

Framework Ref: RM3821

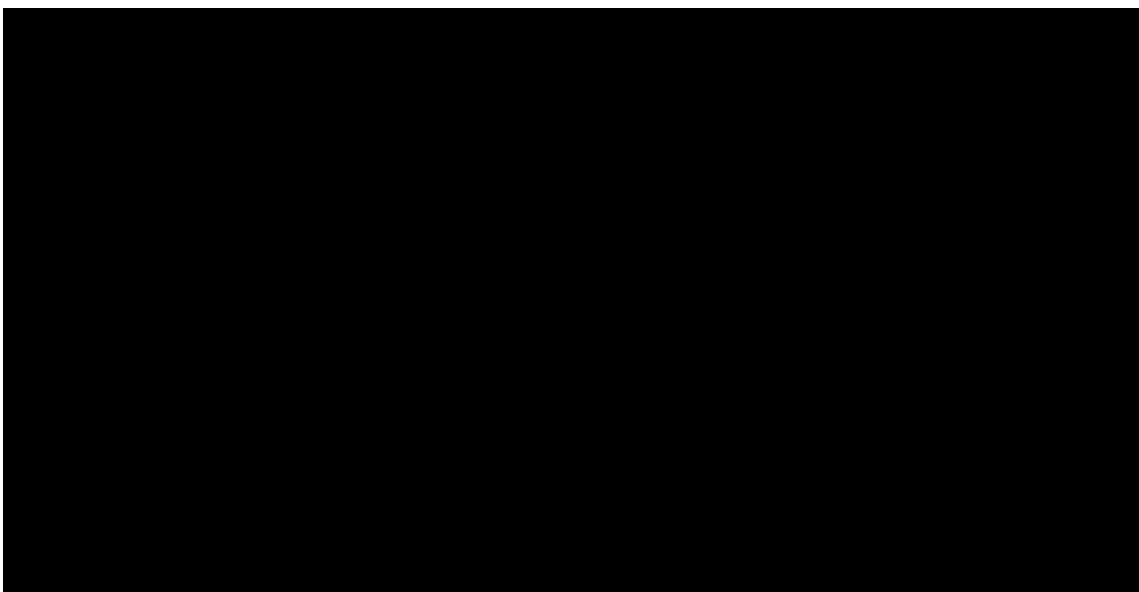
Project Version: V1

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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- MHCLG's EPC Register;
- external systems supporting live policy operation, and the GDCC
- Provide management information and data mining capabilities.



Primary Functionality – Processing of Green Deals

A primary business requirement is that the Green Deal Register must support live policy operation for the Green Deal.

This will include:

- A Green Deal Assessor will perform an Occupancy Assessment (OA) from which a Green Deal Advice Report (GDAR) is produced. Proprietary software tools (certified and adhering to RdSAP methodology) are used to create and upload ('lodge') these to the Green Deal Register.
- EPC data is retrieved and forms the basis of the OA/GDAR.
- The measures recommended in the GDAR can then be tailored in a Green Deal Improvement Package (GDIP)
- Green Deal Providers and Assessors can create a GDIP.
- The EPC, GDAR, and/or GDIP information can then be used to create a Green Deal Plan, arrange finance for the installation of energy efficiency measures.
- Post installation of energy efficiency measures, an updated EPC is produced which will include a Disclosure Page showing details of the Green Deal Plan.
- GD reference data is pushed to the EPC Register to provide up to date information for the production of EPCs.

EPC and GDAR data can be used by Energy Company Obligations (ECO) and Domestic Renewable Heat Incentive (RHI).

Additional Functionality - Registration and Certification

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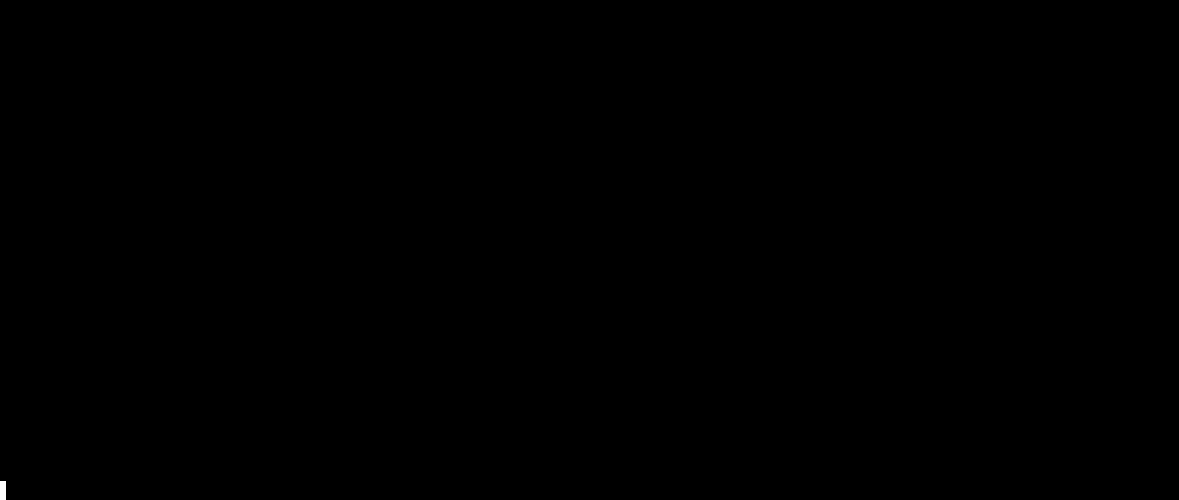
Project Version: V1

Model Version: v3.0

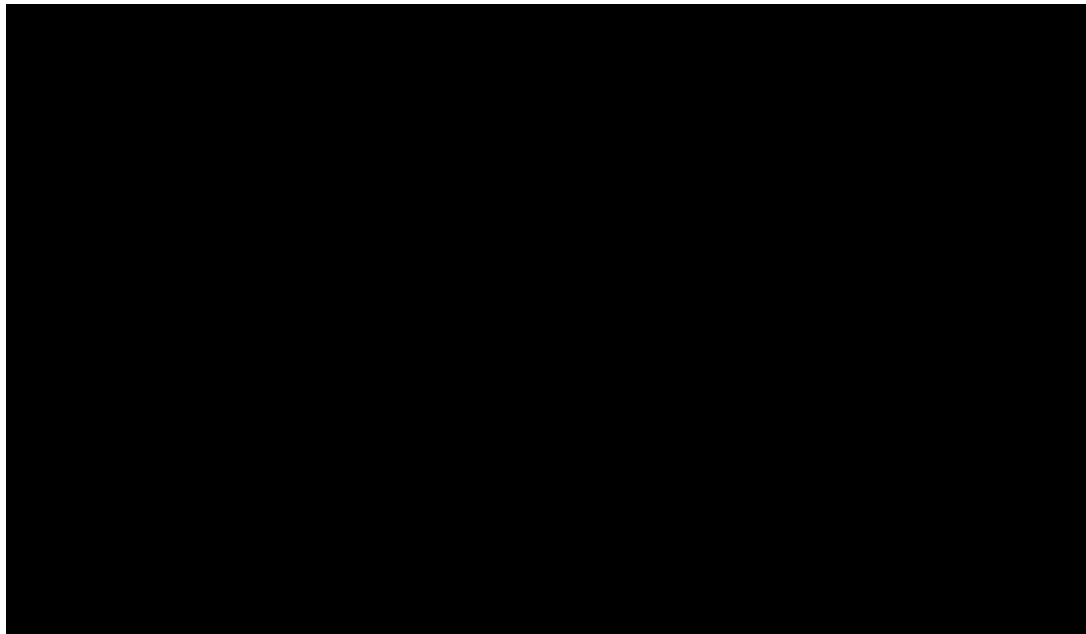
Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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- All Green Deal Assessors ('Advisors' is used interchangeably) must already be registered as Domestic Energy Assessors.
- They must also be associated with one or more certified Green Deal Assessor Organisations



The nature of the information exchanged with other systems is as follows:

- EPC Register – provides building data; receives data for Disclosure Page, reference data for fuel prices and eligible measures
- GDA – can retrieve EPCs and create GDARs and GDIPs using 3rd party software tools
- GDP - can add installation details which then appear on the EPC Disclosure Pages, and produce GDIPs
- GDCC – holds Green Deal Plan data created by Green Deal finance systems, and connects to the Electricity billing network.
- Consumer – can retrieve a copy (typically a pdf) of GDAR and GDIP

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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- Access control – consumers need to provide the Report Reference Number (RRN) to retrieve GDARs and GDIPs; authorised GD participants, as certified/accredited using data from the GD ORB or Certification Bodies.

Table 5 - Green Deal Register - High Level Business Requirements

No.	Requirement	Description
4.3	Hosting and Service Management (for the Green Deal Register)	
	(a) The Service Provider must host and deliver the live Green Deal Register service. See table 1 – IT Solution Design, Development & Transition Services and table 2 – Service Management & Hosting.	M
	(b) The Service Provider must lead and manage the end-to-end delivery of the Green Deal Register as a live managed service.	M
	(c) The Service Provider must provide statistics on the Green Deal for use in public release reports on a monthly basis: <ul style="list-style-type: none">• Number of GDAR lodgements to date/in the month• Number of GDIP lodgements to date/in the month• Number of GD Plans created• Number of GD Plans modified (i.e. Live, New, Pending, Completed and Cancelled)	M

Work package 2 – Domestic Renewable Heat Incentive (RHI) interface

Background

The Domestic Renewable Heat Incentive (Domestic RHI) is a government financial incentive scheme which promotes the deployment use of renewable heating systems and technologies in domestic properties.

People who join the scheme receive quarterly payments for seven years. The scheme is open to homeowners, and private and social landlords who can meet the eligibility requirements. The RHI is available to households both off and on the gas grid. Ofgem (Office of Gas and Electricity Markets) administer the scheme on behalf of BEIS, and produce extensive guidance which can be found here; <https://www.ofgem.gov.uk/environmental-programmes/domestic-rhi>.

One of the eligibility criteria for the RHI is that a property must have an Energy Performance Certificate (EPC) that is less than 2 years old. An EPC gives information about a property's energy use, including its estimated space and hot water heat demand. This data is used in the calculation of most RHI payments. An EPC also provides information regarding any energy efficiency measures that have been installed in the property. To be eligible for the RHI, most properties (there are exemptions such as listed buildings), must have had loft and cavity wall insulation, provided it is able to be installed. This information is listed on the EPC and is checked by Ofgem when an application to the RHI is made.

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Call-Off Ref:

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Nearly all applications for accreditation to the RHI are made online on the Ofgem IT system (there is also a manual process for those unable to access the internet). As part of the application process, the interface to the EPC register (via the GD register) is fired, and the relevant EPC data is returned back to the Ofgem IT system. Ofgem will also need to be able to manually request EPC data should it be required.

Scope of the Domestic RHI interface

In order to enable Ofgem's IT systems to access EPC data a XML service was created from the Green Deal and EPC Registers. This service provides simple XML responses enabling the automation of Domestic RHI accreditation checks by Ofgem.

The appointed Service Provider will be asked to continue the provision of the existing XML service from the Green Deal Register. The RHI Interface should remain operational at all times.

When Ofgem trigger the interface (i.e. when an accreditation application is made), the request for data will go from Ofgem -> GD Register -> EPC Register. The required data for that EPC should return EPC Register -> GD Register -> Ofgem.

All existing functionality should be retained. For example, there are some properties with more than one EPC. If there are two EPCs for a property and the older EPC number is entered by the applicant on the Ofgem application portal, the data for the newer EPC should be returned.

Table 6 - Domestic RHI interface - High Level Requirements

No.	Requirement	Description	
5	Domestic RHI interface		
	(a)	The Service Provider must host and deliver the live RHI interface. See table 1 – IT Solution Design, Development & Transition Services and table 2 – Service Management & Hosting.	M
	(b)	The RHI interface must remain operational at all times.	M
	(c)	The Service Provider must design, develop and test any new technical interface with the existing EPC Register.	M
	(d)	The new RHI interface must provide services and functionality equivalent to those currently provided.	M
	(e)	The Service Provider must ensure that BEIS's security requirements are met in full – see table 4 – security requirements.	M

Work package 3 - Private Rented Sector Exemptions Database

Framework Ref: RM3821

Project Version: V1

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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The Energy Efficiency (Private Rented Property)(England and Wales) Regulations 2015 require that all private rented properties (both domestic and non-domestic) must be brought up to a minimum EPC energy efficiency rating of 'E'. This provision made it unlawful to rent out a house or business premise that does not reach this minimum standard on a new lease, unless a valid exemption has been registered. Since April 2020, minimum energy efficiency standards have applied to all existing domestic rented properties. The requirements will come into full effect for non-domestic sectors from April 2023.

The regulations refer to properties which fall below an 'E' as sub-standard, and requires that all exemptions be registered on the 'PRS Exemptions Register'.

The PRS Exemptions database includes all rental properties with qualifying exemptions. The PRS Exemptions Register has four key objectives:

- Enable landlords of domestic and non-domestic properties to register compliant exemptions;
- Enable BEIS and local authorities to perform an audit of exemptions recorded;
- Enable members of the public to enquire about the status of individual properties;
- Enable local authorities to publish details of any breaches relating to the minimum standards.

Scope of the PRS Exemptions Database

The table below identifies the user-scenarios BEIS currently supports.

Table 7 – User scenarios for the PRS Exemptions Database

Ref	User Scenario
1	Landlord – Register User (and generate landlord ID reference # or user account, to enable a single landlord to register multiple exemptions under one account)
2	Landlord - Edit & removal of Landlord details
3	Landlord - Registration of a rental property
4	Landlord - Edit & removal of rental property details (a historic reference to all exemptions must be maintained however, to enable retrospective prosecutions where necessary)
5	Landlord - Upload supporting evidence of exemptions (pdfs, JPEGs)
6	Public - Search by postcode, address, date, exemption type
7	Public - presentation of prosecutions/enforcements/penalty notices
8	BEIS/Local Authority – Register User
9	BEIS/Local Authority - create/edit/remove enforcement/penalty notice
10	BEIS/Local Authority - search and audit sort/filter by areas, landlord, date, exemption type
11	BEIS/Local Authority – audit (inspect) landlord/property and supporting evidence
12	BEIS/Local Authority - Ability to access and download search return lists.

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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Table 8 - PRS Exemptions Database - High Level business requirements

No.	Requirement	Description
6.1	Delivery of the PRS Exemptions Database	
	a) The Service Provider must host and deliver the PRS Exemptions solution as a live managed service. See table 1 – IT Solution Design, Development & Transition Services and table 2 – Service Management & Hosting.	M
	(a) The Service Provider must lead and manage the delivery of digital (web) developments under the supervision of BEIS's Digital by Default (DbD) Panel. Please note the need to comply with applicable GDS standards in the provision of this service.	M
	(b) The Service Provider must consult with BEIS business representatives to elicit and document any new detailed business requirements for the PRS Exemptions solution.	M
	(c) The Service Provider must lead and manage compliance with BEIS's security requirements – see table 4 – security requirements.	M