

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

Order Form

CALL-OFF REFERENCE:	On-Premise Hosting (OPH) Networks Refresh
THE BUYER:	The Department for Work & Pensions
BUYER ADDRESS	Head Office, Caxton House, Tothill Street, London, SW1H 9NA
THE SUPPLIER:	Computacenter (UK) Limited
SUPPLIER ADDRESS:	Hatfield Avenue, Hatfield, AL10 9TW
REGISTRATION NUMBER:	015484718
DUNS NUMBER:	22-602-3463
SID4GOV ID:	Not applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 6th December 2023

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- Lot 1 Hardware & Software, & Associated Services

CALL-OFF INCORPORATED TERMS

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

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1(Definitions and Interpretation) RM6068
- 3 The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)

- Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 Supply Chain Visibility
- Call-Off Schedules for
 - Project No. 25604 On-Premise Hosting (OPH) Network Refresh**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)

- 4 CCS Core Terms (version 3.0.6)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
- 7 Annexes A to E Call-Off Schedule 6 (ICT Services)
- 8 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

Special Term 1:

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 Supplier shall be entitled to be paid for any work or direct costs incurred under this Call-Off Contract; but not paid for by the Buyer at the date of such termination, either at the price which would have been payable under this Call-Off Contract, if the Call-Off Contract had not been terminated; or on a pro rata basis if the Services have not been fully performed. The Supplier will give the Customer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment.

CALL-OFF START DATE: 8th December 2023
CALL-OFF EXPIRY DATE: 7th December 2026
CALL-OFF INITIAL PERIOD: 36 Months
CALL-OFF OPTIONAL EXTENSION PERIOD: +12 Months + 12 Months

MINIMUM PERIOD OF NOTICE FOR TERMINATION:

The Buyer has the right to terminate their Call-Off contract at any time, under the condition specified contained in Special Term 1.

By giving the Supplier not less than 90 days written notice.

CALL-OFF DELIVERABLES

Please see Call-Off Schedule 20 (Call-Off Specification)

LOCATION FOR DELIVERY

Initial Delivery of all Hardware will be to the Supplier's Hatfield site and stored as per the Supplier's Buy and Store Agreement Annex 1, Software and Support services will be invoiced at point of sale and the start date deferred to point of Installation.

Onward delivery and installation will be as per Call-off schedule 20 to the below addresses.

Redacted Information

Redacted Information

Any other delivery locations will be provided by the Buyer during the life of the contract e.g. Secure Data Exchange (SDX) locations.

DATES FOR DELIVERY OF THE DELIVERABLES

Please note that the following times are still in draft and a plan will be baselined as part of the mobilisation and initiations Stages.

1. Note also that Week 1 is assumed to be 1 Jan 2024.
2. Following short Mobilisation and Initiation Stages, the first key Stage will be Design which will deliver a complete design for the new OPH and SDX network by Week 16. If any commercial variations are needed due to unforeseen circumstances or changes in circumstances, they will be effected at this point.
3. Delivery of equipment will be before the end of FY 2023/24
4. Build and test of both Lab and subsequently the Data Centres will be done by Week 22 and the infrastructure will be Accepted Into Service at the same time or very shortly thereafter.
5. A series of Migration and Acceptance Into Service iterations will then begin, relocating applications and servers from the old network to the new, and will continue until approximately the end of Week 41.

The above are aligned to Call-Off Schedule 13 (Implementation Plan & Testing).

Any major changes will be addressed via the Joint Schedule 2 Variation form process set down in the Contract.

TESTING OF DELIVERABLES

See details in Call-Off Schedule 13 (Implementation Plan & Testing)

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be a Minimum of 90 days.

MAXIMUM LIABILITY

Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 150% of the Estimated Yearly Charges.

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is:

Redacted Information

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

The total charges for the services are:

Redacted Information

An uncommitted spend of:

Redacted Information

The uncommitted spend has been included in the published contract value to enable the Buyer to invoke optional extension periods and/or purchase of additional catalogue services Call-Off Schedule 5 (Pricing Details) during the term of the contract and its extension provisions.

The Call-Off Contract has no minimum spend or volume commitments.

The total published contract value is £4,863,474.67 (Inclusive VAT)

The total published contract value is included as an indication to the market of the maximum amount which could be spent through this contract and the subsequent contract extension period(s) for the services provided by the Supplier.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier will submit invoices directly to the billing address as per the Buyer's Purchase Order.

Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

DWP, PO Box 406, SSCL
Phoenix House

Framework Ref: RM6068
Project Version: v1.0
Model Version: v3.1

Celtic Springs Business Park
Newport
NP10 8FZ.

Email: Redacted Information

BUYER'S AUTHORISED REPRESENTATIVE

Redacted Information

BUYER'S ENVIRONMENTAL POLICY

As detailed in Joint Schedule 5 (Corporate Social Responsibility)

[Greening government commitments 2021 to 2025 - GOV.UK \(www.gov.uk\)](#)

[Make your technology sustainable - GOV.UK \(www.gov.uk\)](#)

BUYER'S SECURITY POLICY

As detailed in Call-Off Schedule 9 (Security)

<https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted Information

SUPPLIER'S CONTRACT MANAGER

Redacted Information

PROGRESS REPORT FREQUENCY

NA

PROGRESS MEETING FREQUENCY

As per Call-off Schedule 15

KEY STAFF

NA

KEY SUBCONTRACTOR(S)

NA

COMMERCIALLY SENSITIVE INFORMATION

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term +2 years

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits)

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels)

The Service Period is one Month.

ADDITIONAL INSURANCES

Employer's (Compulsory) Liability Insurance = £5,000,000

Public Liability Insurance = £1,000,000

Professional Indemnity Insurance = £1,000,000

Product Liability Insurance = £1,000,000

GUARANTEE

NA

SOCIAL VALUE COMMITMENT

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

For and on behalf of the Supplier:

Redacted Information

Date: 8th December, 2023

For and on behalf of Buyer:

Redacted Information

Date: 8th December, 2023

Annex 1 Buy and Store Agreement

“Buyer Nominated Site” means a Site nominated by the Buyer for Delivery of the Goods.

“Inventory” means an inventory of Goods provided by the Supplier to the Buyer containing the information set out in clause 6 (Inventory).

1. Receipt of Goods by Supplier and invoicing

- 1.1. The Supplier shall buy and take receipt of the Goods upon receipt of acceptance of or on request by the Buyer in relation to Buyer’s purchase order (“PO”). The Buyer shall ensure that the PO contains a request for the Goods detailed therein to receive and hold the same on behalf of the Buyer for a period which shall not exceed three months.
- 1.2. Once accepted by Supplier, the PO may not be cancelled without cause and the Price agreed shall not be subject to change.
- 1.3. Subject to the prior written consent of the Buyer, the Supplier may invoice the Buyer for the Call Off Contract Charges in respect of Goods that have been bought and received by the Supplier on or at any time after receipt by the Supplier of those Goods. Payment of invoices will be against standard payment terms whether goods are stored at Supplier site or delivered to Buyer site.

2. Supplier’s obligations

- 2.1. The Supplier shall:
 - 2.1.1. securely store and correctly handle the Goods in compliance with all relevant statutory and regulatory requirements;
 - 2.1.2. (irrespective of ownership) insure all Goods to the lesser of the cost of repair or replacement of the Goods at current market value for a maximum period of three (3) months from receipt of Goods;
 - 2.1.3. Make good any loss to, damage to or other failure of the Goods occurring prior to delivery to an Buyer site (including while stored at the Supplier’s warehouse in Hatfield UK) such that the Buyer receives the total value of Goods procured through this Contract;
 - 2.1.4. provide the Buyer with Inventories in accordance with clause 5 below (Inventory);
 - 2.1.5. clearly identify and mark all Goods owned by the Buyer as being Goods owned by the Buyer; and
 - 2.1.6. procure that all manufacturer’s warranties in respect of the Goods take effect from the date the Goods are Delivered to the Buyer Nominated Site.

3. Buyer’s right of inspection

- 3.1. The Buyer may inspect the Goods at the Supplier Sites, and may carry out the inspection during normal business hours and on reasonable notice.

4. Risk and title to Goods

4.1. In accordance with clause 2.7 of the Call Off Contract General Terms and Conditions, and without prejudice to paragraph 2.1.2 and 2.1.3, risk in the Goods shall pass to the Buyer on Delivery to the Buyer Nominated Site.

4.2. In accordance with clause 2.8 of the Call Off Contract General Terms and Conditions of the Call Off Contract, ownership to the Goods shall pass to the Buyer on the earlier of full payment for the Goods or Delivery of the Goods to an Buyer Nominated Site

5. Inventory

5.1. The Supplier shall provide the Buyer with:

5.1.1. an Inventory of all Goods that it receives at a site within twenty-four (24) hours of such receipt;

5.1.2. an Inventory of all Goods that it delivers to an Buyer Nominated Site at the time of such Delivery; and

5.1.3. an Inventory of all Goods that it holds at a site on the first (1st) day of each calendar month.

5.2. Each Inventory shall contain any pre-agreed information in relation to the Goods but in any event as a minimum will include without limitation the following:

5.2.1. asset categorisation;

5.2.2. manufacturer;

5.2.3. model number;

5.2.4. serial number; and

5.2.5. asset cost.

Joint Schedule 1 (Definitions)

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

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

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

"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"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;
"Associated Services"	the Associated Services detailed in Framework Schedule 1 and available for Buyers to procure as part of a Call-Off Contract that also involves the supply of Goods;
"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; 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>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Relevant Authority's internal and external auditors;</p> <p>b) the Relevant Authority'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 Relevant Authority 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) where this is used;
"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"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"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;
"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
"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;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"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"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding: <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties;

	<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 Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"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 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 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 Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Dead on Arrival/Installation" or "DOA" or "DOI"	means once removed from its packaging at a Buyer's premises, the delivered device fails to work in accordance with the manufacturer's specification;
"Deductions"	all Service Credits, Delay Payments (in both cases if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;

"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer in writing to the Supplier. "Deliver" and "Delivered" shall be construed accordingly;
"Device as a Service"	a sourcing model whereby the Buyer pays a subscription for the provision by the Supplier of a hardware device together with bundled software and/or services
"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"	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: <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;
"DPA 2018"	The Data Protection Act 2018;

"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;
"Endemic Failure"	means a failure rate equal to or above 300% the mean time to failure under Goods testing by the manufacturer
"End of Life (EOL)"	means the Goods are no longer being manufactured and there is insufficient stock of such Goods available in the supply chain to meet the full Buyer requirement and/or Order.
"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 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous 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 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 Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"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 counter-act 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 Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or b) any Personal Data for which the Authority is the Data Controller;

"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"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: 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 assurance (IA)"	is the practice of assuring information and managing risks related to the use, processing, storage, and transmission of information or data and the systems and processes used for those purposes
"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"	a) in respect of a person:

	<ul style="list-style-type: none"> 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 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"	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, and the Supplier shall list all such Key Subcontractors in section 20 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"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;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;

"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;
"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);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"Margin"	means the percentage by which the price for Goods exceeds the Supplier's costs in relation to those Goods, excluding any other supply chain rebates and shipping/delivery
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with 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 as such 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;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the satisfactory achievement of the relevant Milestone;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<ul style="list-style-type: none"> a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;

	but shall not include the Supplier's Existing IPR;
"Occasion of Tax Non-Compliance"	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect 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 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;
"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> <ul style="list-style-type: none"> 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; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <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 iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;

	<p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the 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>
"Open Source"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"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;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Sub-processor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;

"Processing"	has the meaning given to it in the GDPR. "Process" and "Processed" shall be interpreted accordingly;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"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"	<ul style="list-style-type: none"> 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: <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; 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 c) committing any offence: <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 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;
"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 d) the cost of implementing any measures <p>including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and</p>

	evaluating the effectiveness of the such measures adopted by it;
"Public Services Network or PSN"	the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at https://www.gov.uk/government/groups/public-servicesnetwork ;
"Purchase to Pay" or "P2P"	means an electronic system used to host a catalogue that allows for the full procurement process, from ordering through to invoice. The "official" definition of Purchase to Pay according to the Chartered Institute of Purchasing and Supply: "A seamless process enabled by technology designed to speed up the process from point of order to payment." For more information on MOD's P2P system see: www.d2btrade.com ;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	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: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;

"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>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</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"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;
"Schedules"	any attachment to a Framework Contract 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"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);

"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"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;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"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
"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;

	<ul style="list-style-type: none"> 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"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/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 Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form or Order Form as appropriate;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative 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 Framework Manager"	a suitably qualified contact nominated by the Supplier who will take overall responsibility for delivering the Goods and/or Services required within the Framework 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 Review Meeting"	a performance review meeting to take regularly place throughout the Framework Contract Period at which the Parties will review the Supplier's performance under the Framework Contract
"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;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 12 Supply Chain Visibility;
"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;
"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"	any test required to be carried out pursuant to the Call-Off Contract as set out in a) the Order Form, or b) the Test Plan agreed pursuant to Part B of Call-Off Schedule 13, and "Testing" and "Tested" shall be construed accordingly;
"Test Device"	means a device provided by the Supplier to the Buyer for the purposes of testing compatibility of the Goods with the

	Buyer's IT infrastructure. The Test Device shall be an exact sample of the Goods specified in the Order Form;
"Test Period"	the period specified in a) the Order Form, or b) Part A to Call-Off Schedule 13 during which Testing shall be carried out.
"Test Success Criteria"	the criteria specified in a) the Order Form, or b) the Test Plan agreed pursuant to Part B of Call-Off Schedule 13 that the relevant Deliverables must satisfy for the relevant Test to be recorded as successful.
"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;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Sub-contractors 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 – <ul style="list-style-type: none"> (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;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and

"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
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Joint Schedule 2 (Variation Form)

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

Contract 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:	<table border="1"> <tr> <td>Original Contract Value:</td> <td>£ [insert] amount]</td> </tr> <tr> <td>Additional cost due to variation:</td> <td>£ [insert] amount]</td> </tr> <tr> <td>New Contract value:</td> <td>£ [insert] amount]</td> </tr> </table>	Original Contract Value:	£ [insert] amount]	Additional cost due to variation:	£ [insert] amount]	New Contract value:	£ [insert] amount]
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.

- 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 one million pounds (£1,000,000) – all Lots ;
 - 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 one million pounds (£1,000,000) – all Lots;
 - 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) – all Lots
 - 1.4 product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 20 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
 - 1.4.6 the Dun & Bradstreet Failure Rating score of the Key Subcontractor.

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

Joint Schedule 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]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			

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

Joint Schedule 11 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

Where one Party is Controller and the other Party its Processor

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

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

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the 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; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
- 8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event; and/or

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

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

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

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

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

Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: **[Insert Contact details]**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

A) Personal Data Processing Template

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• [Insert] <i>the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none">• [Insert] <i>the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i> <p>The Parties are Joint Controllers</p>

	<p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i> • [Insert] <i>the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i> <p>[Guidance] <i>where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or</i></p>

	<p><i>combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

B) Framework Contract Personal Data Processing

Description	Details
Identity of Controller for each Category of Personal Data	<p>CCS is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 and for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor of the Personal Data recorded below</p>

Duration of the Processing	Up to 7 years after the expiry or termination of the Framework Contract
Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Contract 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 Contract <p>Contact details, and communications with Supplier staff concerned with management of the Framework Contract</p>
Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"> i. CSS staff concerned with management of the Framework Contract ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract <p>Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member</p>	<p>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</p>

State law to preserve that type of data	
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Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Law in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the **[Supplier/Relevant Authority]**:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **[Supplier's/Relevant Authority's]** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every **[x]** months on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in paragraphs 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in paragraphs 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under the Contract or is required by Law, to be notified to the other Party. For the avoidance of doubt any third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so;
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation ;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;

- (i) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation , to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Relevant Authority and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

- (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Relevant Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has been lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as if it was that Party's own data at its own cost

with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach with information relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation ; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with paragraph 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to the each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute

shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction (“**Court**”) by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “**Claim Losses**”):

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either paragraph 7.2 or paragraph 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 (*Ending the contract*).

9. Sub-Processing

10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is

required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

(b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation .

11. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

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

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

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

2.1 The Supplier shall:

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

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

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
- (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) – (c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

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

Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

Call-Off Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance]	[[[[[[
[Call-Off Contract Charges]	[[[[[[
[Key Subcontractors]	[[[[[[
[Technical]	[[[[[[
[Performance management]	[[[[[[

Call-Off Schedule 5 (Pricing Details)

1. Call-Off Charges

- 1.1 The Call-Off Contract Charges which are applicable to this Call-Off Contract are set out in this Call-Off Schedule 5 (Pricing Details).
- 1.2 The Suppliers mark-up will not exceed **Redacted Information** throughout the life of the Call-Off Contract and any subsequent extensions.
- 1.3 The Supplier accepts that the Buyer has no obligation to commit to any Volumes outlined by the Supplier. The Supplier also confirm that we accept that the Buyer may request to change devices. In the event that the Buyer requests a device that is not set out in this Call-Off Schedule 5 (Pricing Details), the request shall be dealt with via the agreed Variation Procedure.
- 1.4 The Call-Off Charges are provided in accordance with the Implementation Plan and Services Levels set out in this Call-Off Contract. Any Buyer request to change the scope of the Services and the Charges will be subject to the Variation Procedure.
- 1.5 Where the Buyer request to change the Service Levels and/or Service Credits included within Call-Off Schedule 14 (Service Levels), this shall be agreed by both Parties via the Variation Procedure.
- 1.6 The Supplier will commit to providing the Buyer with the lowest price available to the Supplier for the purchase of network infrastructure requirements sourced from the Original Equipment Manufacturers (OEM's) from Contract Award.
- 1.7 All volume discounts, rebates, deal registrations, promotional discounts that are agreed with the OEM's will be provided to the Buyer and presented within any quotations.
- 1.8 All quotations provided to the Buyer throughout the life of the contract must remain valid for a minimum of 90 calendar days.
- 1.9 The Call Off Contract Charges for the Network Infrastructure, CPE On Site Support Costs, Catalogue Items, Man Day Rates and other charges that are agreed within the Catalogue at Contract Award will remain in place for three (3) years. [Extensions +1 +1]

- 1.10 At point of Contract Signature the Buyer will raise a Purchase Order to purchase the Minimum Bill of Materials as set out in in **Annex 3** and an additional Purchase Order for the Implementation and Migrations Services with the Milestone Related Billing Schedule of these services set out in **Annex 2**

2. Payment Terms

- 2.1 The payment terms/profile applicable to this Call Off Contract are set out in the Order Form.

3. Invoicing

- 3.1 Billing shall be on the first day of the calendar month.

- 3.2 Invoices should be submitted monthly in arrears. Payment will be made in 30 days from receipt of a valid invoice submitted to the address specified by the Buyer in the Order Form and in accordance with the provisions of this Call-Off Contract.

- 3.3 The Supplier shall ensure that each invoice is submitted electronically via the email **Redacted Information** stated by the Buyer contains:

3.4

- 3.4.1 all appropriate references, including the unique Resource Unit number as instructed in the Order Form; and
- 3.4.2 a detailed breakdown of the Delivered Services, including the Milestone(s) (if any) and Deliverable(s) within this Call-Off Contract to which the Delivered Services relate, against the applicable due and payable Call-Off Contract Charges; and

3.5 shows separately:

- 3.5.1 any Service Credits due to the Buyer; and
- 3.5.2 the VAT added to the due and payable Call-Off Contract Charges of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown;
and
- 3.5.3 it is supported by any other documentation reasonably required by the Buyer to substantiate that the invoice is a Valid Invoice.
- 3.5.4 all payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice and Management Information (MI) unless otherwise specified in this Call-Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.
- 3.6 The Supplier should make the Buyer immediately aware of any issues with invoices in the system to remediate a resolve within a 30 day period; which aligns to the payment terms. This should mitigate risk of an Aged Debt situation. The Buyer will track the invoicing and receipting. Communication related to this clause should be channelled via the **Redacted Information**

- 3.7 There will be no obligation on the Buyer to consider payment of Invoices over 3 months, from the current billing period.

4. Adjustment of Call-Off Contract Charges

- 4.1 The Call-Off Contract Charges shall only be varied:
- 4.1.1 Due to a Specific Change in Law in relation to which both Parties agree that a change is required to all of part of the Call-Off Charges.
 - 4.1.2 Where all or part of the Call-Off Contract Charges are reduced as a result of the Call-Off Charges in accordance with Call-Off Schedule 3 (Continuous Improvement)
 - 4.1.3 Subject to paragraphs 4.1.1 to 4.1.3 of this Call-Off Schedule, the Call-Off Charges will remain fixed for the first three (3) years of this Call-Off Contract.

5. Supplier Assessment of Call-Off Contract Charges

- 5.1 The Supplier will review the Call-Off Contract Charges every six (6) months during the Call-Off Contract period to consider whether it is able to reduce them.
- 5.2 Such reviews will commence on the first working day of the sixth and twelfth month in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates).
- 5.3 In the event that the Supplier is able to reduce the Call-Off Contract Charges in line with paragraphs 4.1.1 to 4.1.4 and 5.1 to 5.2, they shall do so via the Agreed Variation Procedure.

6. Charges for Projects and Delivery Support Services

- 6.1 Charges for Projects and Professional Services shall be payable on the basis of the charging mechanism set out in the relevant Project Request.
- 6.2 The charging mechanism may specify that the Charges are to be payable on the basis of Milestone Payments and Outcome Based Services.

7. Milestone Payments and Project Requests

- 7.1 Where Project Requests specify Milestone Payments, Outcome Based, (Fixed Price for Professional Services); such Charges shall be calculated as the aggregate of SFIA Rate Card (agreed at the point of Contract Award) consumed in delivering the relevant Project Services where:
- 7.1.1 Man Day Resources are calculated by reference to:
 - 7.1.1.1 the number of Man Days utilised for each grade of Supplier Personnel within the SFIA Rate Card; and

7.1.1.2 the rate card applicable to the relevant grade of Supplier Personnel as set out within the SFIA Rate Card in **Annex 1 below**

7.2 Man Days utilised for each grade of the Supplier Personnel within the SFIA Rate Card can split into an hourly rate when divided by eight (8) for work that is less than a full Man Day. All hours will be rounded up.

7.3 No finance charges, risks or contingencies or any other uplifts shall apply to the provision of Project Services which are exclusively provided on a Time and Materials basis.

7.4 The Supplier shall maintain full and accurate records of the time spent by the Supplier's Personnel in providing the Project Services and shall provide such records to the Buyer with each relevant invoice submitted in accordance with this Call-Off Schedule 5 (Pricing Details)

8. Service Levels

8.1 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Call Off Schedule 14 - Service Levels, Service Credits and Performance Monitoring, as appropriate, including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Service Level Failure.

8.2 Service Credits and Delay Discounts during the Call-Off Contract Period may be accrued and placed into a fund (Credit Pot) which will be held by the Supplier and will be available to the Buyer for deductions against the Charges or used as a deduction against new services which will be agreed via the Variation Procedure.

9. Charges Beyond the Initial Call-Off Contract Period

9.1 In the event that the Buyer exercises its option to extend the Call-Off Contract beyond the Initial Call-Off Period, the Parties shall discuss in good faith (and agree in accordance with the Variation Procedure) any changes required to the Call-Off Contract Charges in order to reflect any impact (if any) of the extension.

10. Indexation

10.1 The Call-Off Contract Charges for the Network Infrastructure, Software, Support, On-Site Support Costs, Catalogue Items, Man Day Rates and other charges set out in this Call-Off Schedule 5 (Pricing Details) shall not be adjusted for indexation.

11. Catalogue Pricing

DWP and Computacenter have agreed that the discount off list price for the lifetime of the contract would be as below –

Switches – Redacted Information

Optics – Redacted Information

CloudVision – Redacted Information

Support – Redacted Information

Computacenter will convert the dollar list price into GBP at point of quotation and adhere to the Redacted Information off list price as stated above.

Annex 1: S.F.I.A. (Computacenter)

Role		Strategy & Architecture	Business Change	Solution Development & Implementation	Service Management	Procurement & Management Support	Client Interface	Activity Description
1	Follow	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	This activity will perform some project support and administration (Business Change) functions e.g. administrative billing information, scheduling access to site.
2	Assist	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	This role (Solution development and implementation) would potentially perform some support functions for onsite implementation.
3	Apply	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	This role would take the lead for onsite implementation (Solution Development and Implementation)
4	Enable	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	This role would be the lead project manager throughout the change programme (business change).
5	Ensure / Advise	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	This would be the lead Technical Consultant (Strategy and Architecture) responsible for technical designs (HLD / DLD) and migration planning activities.
6	Initiate / Influence	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	This role would be the lead Architect (Strategy and Architecture) for overseeing design and end to end programme delivery.
7	Set Strategy / Inspire	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	This role is currently not used in our deployment approach, however, would be available to DWP for senior strategy and architecture reviews across technologies.

Annex 2: Milestone Related Payment Billing Schedule

STAGE DESCRIPTION	MILESTONE	MILESTONE DATE	MILESTONE PAYMENT
Initiation	Redacted	Redacted	Redacted
Discovery and Design	Redacted	Redacted	Redacted
	Redacted		
	Redacted		
Tooling Setup	Redacted	Redacted	Redacted
Switch Installation	Redacted	Redacted	Redacted
Laboratory Design, setup and Automation	Redacted	Redacted	Redacted
Production Switch Configuration	Redacted	Redacted	Redacted
Test	Redacted	Redacted	Redacted
Migration Planning	Redacted	Redacted	Redacted
Migration Batch 1	Redacted	Redacted	Redacted
Migration Batch 2	Redacted	Redacted	Redacted
Migration Batch 3	Redacted	Redacted	Redacted
Migration Batch 4	Redacted	Redacted	Redacted
Decommission and Closure	Redacted	Redacted	Redacted
Total			Redacted

Annex 3: Minimum Bill of Materials

Redacted

Redacted

Redacted

Any amendments or changes made to Pricing, Milestones or BOM information, will be directed through the Variation/Change Control notification process and aligned back to the Contract.

Call-Off Schedule 7 (Key Supplier Staff)

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

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles –

Key Role	Key Staff	Contract Details

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

Option B (Short Form Business Continuity and Disaster Recovery) should apply and amend this Schedule 8 as appropriate.

Part A : Long Form Business Continuity and Disaster Recovery

1 Definitions

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

"BCDR Plan" has the meaning given to it in Paragraph 2.2 of this Schedule;

"Business Continuity Plan" has the meaning given to it in Paragraph 2.3.2 of Part A of this Schedule

"Disaster Recovery Deliverables" the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;

"Disaster Recovery Plan" has the meaning given to it in Paragraph 2.3.3 of Part A of this Schedule

"Disaster Recovery System" the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;

"Related Supplier" any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;

"Review Report" has the meaning given to it in Paragraph 6.3 of Part A of this Schedule; and

"Supplier's Proposals" has the meaning given to it in Paragraph 6.3 of Part A of this Schedule;

2 BCDR Plan

2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 No more than ninety (90) Working Days after to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

2.2.2 the recovery of the Deliverables in the event of a Disaster

2.3 The BCDR Plan shall be divided into three sections:

2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

- 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
- 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3 **General Principles of the BCDR Plan (Section 1)**

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - d) a business impact analysis of different anticipated failures or disruptions;
 - 3.1.7 provide for documentation of processes, including business processes, and procedures;
 - 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
 - 3.1.9 identify the procedures for reverting to "normal service";
 - 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4 Business Continuity (Section 2)

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

5 Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the

Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6 Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the

BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7 Testing the BCDR Plan

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

7.5.3 the Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8 Invoking the BCDR Plan

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

9 Circumstances beyond your control

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

Part B: Short Form Business Continuity & Disaster Recovery

- 1 The Supplier's business continuity and disaster recovery plan is appended at Annex 1 hereto.
- 2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier if required at no additional cost to the Buyer.
- 3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1 Definitions

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

"Breach of Security" the occurrence of:

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

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

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

2 Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs

and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3 **Security Standards**

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

3.2.1 is in accordance with the Law and this Contract;

3.2.2 as a minimum demonstrates Good Industry Practice;

3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy

- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

- 3.3.1 DWP Published Standards are contained within the following link:

[DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/digital-procurement-policies#security-policies)

See above the hosting site and comply to the security policies and standards; as appropriate.

N.B. There will be a review of these within the first 6 months of the contract to ensure, relevancy and continuity of said Standards are outlined with the Contract; any further additions from the DWP Published Standards link will be included via the Joint Schedule 2: Variation Process.

- 3.3.2 Specific Security Standards are embedded into this Schedule under Annex 1 below.

- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4 Security Management Plan

4.1 Introduction

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

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:

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

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a

fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

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

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review

carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

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

5 Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Annex 1. Documentation of specific DWP Published Standards.



dwp-acceptable-use-
policy-version-3.pdf



dwp-security-standar
d-physical-and-electr



dwp-ss006-security-s
tandard-security-bour



dwp-ss013-security-s
tandard-firewall-secu



dwp-ss016-security-s
tandard-remote-acces



dwp-ss018-security-s
tandard-network-secu



dwp-ss022-security-s
tandard-voice-video-c

[DWP Acceptable Use Policy \(publishing.service.gov.uk\)](#)

[Security standard: Physical and Electronic Security \(part 1\)](#)

[Security standard SS-006: Security Boundaries](#)

[Security standard SS-013: Firewall Security](#)

[Security standard SS-016: Remote Access](#)

[Security standard SS-018: Network Security Design](#)

[Security standard SS-022: Voice and Video Communications](#)

Call-Off Schedule 10 (Exit Management)

Part A: Long Form Exit Management Requirements

1. Definitions

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

"Exclusive Assets" Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables

"Exit Information" has the meaning given to it in Paragraph 3.1 of Part A of this Schedule

"Exit Manager" the person appointed by each Party to manage their respective obligations under Part A of this Schedule;

"Net Book Value" the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);

"Non-Exclusive Assets" those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;

"Registers" the register and configuration database referred to in Paragraph 2.2 of Part A of this Schedule;

"Replacement Goods" any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods

following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Replacement Services" any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Termination Assistance" the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;

"Termination Assistance Notice" has the meaning given to it in Paragraph 5.1 of Part A of this Schedule;

"Termination Assistance Period" the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of Part A of this Schedule;

"Transferable Assets" Exclusive Assets which are capable of legal transfer to the Buyer;

"Transferable Contracts" Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;

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

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

2. Supplier must always be prepared for contract exit

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

- 2.3.2. procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4. Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3. The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3. The Exit Plan shall set out, as a minimum:

- 4.3.1. a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2. how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4. proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5. proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7. proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8. proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4. The Supplier shall:
 - 4.4.1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

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

5. Termination Assistance

- 5.1. The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1. the nature of the Termination Assistance required; and
 - 5.1.2. the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2. The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3. In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1. Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

- 6.1.5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1. vacate any Buyer Premises;
 - 7.2.2. remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.3. provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

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

- 8.1.1. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
 - 8.2.1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2. which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
 the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3. 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 8.3. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4. Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5. Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1. procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other

assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7. The Buyer shall:

- 8.7.1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2. once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8. The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9. The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

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

10. Dividing the bills

- 10.1. All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 10.1.1. the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2. the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 10.1.3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 11 (Installation Works)

1 When this Schedule should be used

- 1.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision of Deliverables requiring installation by the Supplier.

2 How things must be installed

- 2.1 Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
 - 2.1.1 accept the Installation Works, or
 - 2.1.2 reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2 If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3 The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1.1 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.1, the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract).

No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.

- 2.4 Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A – Implementation Plan

1 Agreeing the Implementation Plan

- 1.1 The Supplier's tendered draft Implementation Plan is at Annex 1 to this Part A of Call-Off Schedule 13. The Supplier will provide an updated, fully developed draft for Approval within 10 days of the Call-Off Contract Start Date.
- 1.2 The updated draft must contain enough detail for effective management of Contract implementation.
- 1.3 The Buyer shall not unreasonably withhold Approval of the updated draft provided that the Supplier shall incorporate the Buyer's reasonable requirements in it.

2 Following the Implementation Plan

- 2.1 The Supplier shall perform its obligations in respect of Delivery and, where relevant, Testing of the Deliverables in accordance with the Approved Implementation Plan.
- 2.2 Changes to any Milestones, Milestone Dates, Milestone Payments or Delay Payments shall only be made via the Variation Procedure.
- 2.3 Where the Supplier is responsible for the failure to achieve a Milestone by the date specified in the Approved Implementation Plan this shall constitute a material Default.

3 Delays

- 3.1 If the Supplier becomes aware that there is, or is likely to be, a Delay it shall;
- Notify the Buyer in writing within 2 Working Days of becoming aware, explaining the likely impact of the Delay
 - Use all reasonable endeavours to mitigate the effects of the Delay, including complying with the Buyer's reasonable instructions

4 Delay Payments

- 4.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer the Delay Payments set out in the Contract and the following provisions shall apply:
- Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to achieve a Milestone by its Milestone Date except where:
 - a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - b) the delay exceeds the number of days (the "Delay Period Limit") specified in the Contract commencing on the relevant Milestone Date;
 - the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is achieved;
 - no payment or other act or omission of the Buyer shall affect the Buyer's right to recover the Delay Payments, or be deemed to be a waiver of the right of the Buyer to recover any such damages;
- 4.2 Delay Payment rates and Delay Period Limits are outlined in the Milestone table below.

Annex 1 Draft Implementation Plan

The Implementation Plan for the Transition Services outlined in Section 2.1 of the Responsibilities Matrix in Call-Off Schedule 20 (Specification) is set out below

				Year 1 (2023/24)												Year 2 (2024/25)								
#	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	
1.1	ITT & Select																							
1.2										Design														
1.3										Delivery#1														
1.4													Delivery#2											
1.5													Build											
1.6													In #1											
1.7																In #2								
1.8													Integrate & Test											
1.9										Plan migration														
1.10																	Migrate							
1.11																				Decomm				

and the Milestones to be Achieved are identified below:

Milestone	Deliverable Items	Milestone Date	Milestone Payments	Delay Discount
Design	The Supplier will lead on designing the new network topology and the required automation, in collaboration with the Networks team. The tech requirements are given in XXX and the outline requirements for automations is given in YYY	Contract signature + 5 months	Redacted	Redacted
Delivery #1	This is the lead time for the order and delivery of the first batch of hardware, intended to fall in	Contract signature + 4 months	Redacted	Redacted

	Year 1. This batch of hardware will be sufficient to build the network and prove the design is optimal. It will be done on DWP premises, potentially starting in the Lab and then moving to the Data Centres. This should include any orchestration early in the delivery phase to support build activities of the software and integrations.			
Delivery #2	This is the lead time for the order and delivery of the remaining hardware, intended to fall in Year 2. This batch of hardware will enable the whole solution to be deployed as designed and will be carried out in the Data Centres moving to the Data Centres. Note that this will also be the likely delivery timescale of Phase 2 should that option be required by DWP	Contract signature + 5 months	Redacted	Redacted
Build	This task represents the actual configuration and build of the network agreed in the Design and will be effected through use of the Supplier toolsets	Contract signature + 7 months	Redacted	Redacted
Install #1	This is the install of the initial batch of hardware in the Data Centres. Installation will be done by the Supplier in agreement with DWP Network	Contract signature + 6 months	Redacted	Redacted

	Services taking into account the existing Change Programmes			
Install #2	This is the install of the final batch of hardware in the Data Centres. Installation will be done by the Supplier in agreement with DWP Network Services taking into account the existing Change Programmes	Contract signature + 8 months	Redacted	Redacted
Integrate & Test	<p>DWP require integration such that operating the new network is as automated as possible and enables efficiencies to be gained. The actual integrations will be detailed during the Design but will include Service Now for ticketing and potentially tools for asset management (TBD), data analytics (Splunk)</p> <p>The Supplier will also be responsible for testing throughout, to ensure that from delivery the equipment is working. That the network design achieves the targets. That the integrations work and are achieving efficiencies and that the Data Centre achieves technical,</p>	Contract signature + 8 months	Redacted	Redacted

	security and operational targets			
Plan Migration	This task is for the Supplier to carefully plan the migration from the existing network to the new network after installation. It must be prepared to minimise risk and to fit into the existing Change Programme so as not to impact DWP business	Contract signature + 6 months	Redacted	Redacted
Migrate	This task is to execute the Migration Plan and ensure that the new network is running correctly and all the existing DWP platforms and applications are safely relocated onto the new switching fabric and the management tools are in place and operating correctly ready to handover operations to DWP Network Support	Contract signature + 14 months	Redacted	Redacted
Decommission	This task is to remove the equipment that is now redundant, i.e. the current network switches	Contract signature + 17 months	Redacted	Redacted

Part B – Testing

In this Part B to Call-Off Schedule 13, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Test Plan" a plan for the Testing of the Deliverables to demonstrate compliance with Contract requirements;

"Test Report" a test report produced by the Supplier in accordance with Paragraph 3.3 of this Part B to Call-Off Schedule 13;

- 1.1 All Tests will be carried out in accordance with the Test Plan.
- 1.2 The Supplier shall submit each Deliverable for the relevant Testing no later than the date specified in the Contract for the Test Period to begin.
- 2.1 The Supplier shall submit a draft Test Plan for Approval no later than 20 days after the Start Date.
- 2.2 The Test Plan will include:
 - An overview of how Testing will be carried out
 - Specific details of each Test to be carried out to demonstrate that the Buyer's requirements are satisfied
 - The Test Success Criteria for all Tests
 - A timetable for Testing over the Test Period, this to be compliant with any Implementation Plan
 - The process for recording the conduct and results of Testing
 - The responsibilities of the Parties
 - A categorisation scheme for test issues e.g., critical/serious/minor
- 2.3 The Buyer shall not unreasonably withhold Approval of the Test Plan provided that the Supplier shall implement the Buyer's reasonable requirements in the plan.
- 3.1 Unless specified in the Test Plan the Supplier shall be responsible for carrying out the Testing detailed in the plan.
- 3.2 The Buyer may require that a Buyer representative witnesses the conduct of the Tests.
- 3.3 No later than 10 days after the completion of the scheduled Test Period the Supplier shall provide the Buyer with a Test Report setting out:
 - An overview of Testing carried out
 - Details of each Test carried out together with the result, indicating if the success criteria were satisfied
 - Details of any scheduled Tests that were not carried out
 - A list of all outstanding Test issues
- 4.1 Where by the end of the scheduled Test Period the Testing process has demonstrated to the Buyer's satisfaction that the Test Success Criteria have been met then the Buyer shall notify the Supplier in writing that the Testing process has been satisfactorily completed.
- 4.2 Where as a result of a Supplier default the Testing process has not by the end of the scheduled Test Period demonstrated to the Buyer's satisfaction that the Test Success Criteria have been met then the Buyer may:

- Direct the Supplier to repeat any unsuccessful Test or undertake any scheduled Test not thus far undertaken to give the Supplier an opportunity to demonstrate that the outstanding issues detailed in the Test Report have been resolved; or
 - Notify the Supplier that testing has been satisfactorily completed subject to rectification of outstanding issues within a period specified by the Buyer. Failure to rectify the relevant issues within the period specified shall be a material Default; or
 - to reject the relevant Deliverables and to invoke Clause 3.2.12; or
- to reject the relevant Deliverables treating this as a material default and invoking the Buyer's termination right under Clause 10.4.1

Call-Off Schedule 14 (Service Levels)

Section 1: introductions and Definitions

1. Definitions

In this Part Call-Off Schedule 14, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Performance Monitoring Report" Means a Performance Monitoring Report as specified by Section 3 of this Call-Off Schedule 14

"Service Credits" any service credits specified in the Annex to Section 2 of this Call-Off Schedule 14 being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

"Service Level Failure" means a failure to meet the Service Level Performance Measure in respect of a Service Level;

"Service Level Performance Measure" shall be as set out against the relevant Service Level in the Annex to Section 2 of this Call-Off Schedule 14; and

"Service Level Threshold" shall be as set out against the relevant Service Level in the Annex to Section 2 to this Call-Off Schedule 14

"Service Credit Cap" means in the period from the start of Support **Redacted** per year

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

- 2.1. The Supplier shall at all times provide the Deliverables to meet the Service Level Performance Measure for each Service Level.
- 2.2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Section 2 to this Schedule 14 [including the right to any Service Credits, which are a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3. The Supplier shall send Performance Monitoring Reports to the Buyer in accordance with the provisions of Section 3 (Performance Monitoring) of this Call-Off Schedule 14.
- 2.4. A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.4.1. the Service Level Failure:
 - a) exceeds the relevant Service Level Threshold;
 - b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - c) results in the corruption or loss of any Government Data; and/or
 - d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 2.4.2. the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

- 2.5. Where a Deliverable relates to multiple Service Levels or Service Level Targets and a Service Level Failure entitles the Buyer to a right to Service Credits, a single Service Credit shall be the Buyer's exclusive financial remedy unless clause 2.4 applies.
- 2.6. In the event that Paragraph 2.5 applies, the Service Credit that will apply will be for the Service Level achievement that attracts the highest Service Charge.

Section 2: Service Levels and Service Credits

1. General provisions

- 1.1. The Supplier shall provide support and advice, when required by the Buyer, on matters relating to:
 - 1.1.1. Professional Services for Design and Build of network
 - 1.1.2. Provision of SaaS network controller
- 1.2. The Supplier accepts and acknowledges that failure to meet the Service Level Target set out in this Part B of this Call-Off Schedule will result in Service Credits being due to the Buyer.

2. Principal points

- 2.1. The objectives of the Service Levels, KPIs and Service Credits are to:
 - 2.1.1. incentivise the Supplier to meet the Service Levels and KPIs, and to remedy any failure to meet the Service Levels and /or KPIs expeditiously;
 - 2.1.2. ensure that the Services are of a consistently high quality and meet the Service Level and KPI requirements of the Buyer;
 - 2.1.3. use Service Credits as a method of price adjustment to reflect poor performance in breach of the required Service Levels;
 - 2.1.4. provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
 - 2.1.5. provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
- 2.2. The Parties acknowledge that:
 - 2.2.1. The Buyer will, in all cases, prefer to receive the Services within the Service Levels in preference to receiving the Service Credits; and
 - 2.2.2. the Supplier shall, in all cases, seek to deliver the Services within the Service Levels in preference to accepting a liability for Service Credits.

3. Service Levels

- 3.1. If the level of performance of the Supplier is likely to or fails to meet any Service Level Performance Measure the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
 - 3.1.1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer;
 - 3.1.2. instruct the Supplier to comply with the Rectification Plan Process;
 - 3.1.3. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
 - 3.1.4. if a Increased/Significant Service Level Failure has occurred, exercise its right to Compensation for Increased/Significant Service Level Failure (including the right to terminate for material Default).

Redacted

4. Service Credits

- 4.1. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 4.2. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Section 2 of this Call-Off Schedule 14.
- 4.3. Service Credits are required to be paid in the event that the Achieved Service Level falls below the Service Level Target in a Calendar Month and shall be incrementally higher if the Achieved Service Level falls below the Increased Impact Service Level and Significant Failure Service Level as set out using the applicable formula below.
- 4.4. The following Service Charges will be used to calculate the applicable Service Credits:

Table 1 Service Charges

Service Level	Service Charge
SL1	Redacted
SL2	Redacted

ANNEX 1 TO SECTION 2: SERVICES LEVELS AND SERVICE CREDITS TABLE

Incident Resolution - Service Level 1	
Service Level Description	Severity Level 1 Incidents assigned to the Proposed Provider that are Resolved within two (2) hours after being Assigned.
Service Level Calculation	Service Credit payment to be made for every individual failure in the month
Agreed Service Time	Availability shall be measured 24 hours per day, 365 days per year (366 days in a leap year)
Agreed Service Measurement Time	Calendar Month
Service Level Target	100%

SERVICE LEVEL 2	
Cloud Vision Availability	
Service Level Description	A measure of the percentage Availability of Cloud Vision within a Month
Service Level Calculation	<p>Availability shall be calculated as a percentage of the total time in a Calendar Month in accordance with the following formula:</p> $\frac{(\text{Max Uptime} - \text{Downtime})}{\text{Maximum Uptime}} \times 100$ <p>where:</p> <p>Maximum Uptime = Total time (minutes) within the Agreed Service Measurement Period where Cloud Vision is scheduled to be available for use.</p> <p>Downtime = Total time (minutes) where Cloud Vision is unavailable for use due to an unplanned outage.</p>
Agreed Service Time	Availability of Cloud Vision shall be measured 24 hours per day, 365 days per year (366 days in a leap year)
Agreed Service Measurement Time	Calendar Month
Service Level Target	99.95%

KPI 1 Billing Management Information Reports Delivery and Accuracy	
KPI Description	A measure of the overall percentage accuracy of the monthly Billing Management Information Reports.
KPI Calculation	<p>Accuracy of the Billing Management Information Reports for each month shall be measured by:</p> <p>Subtracting the total volume of errors attributable to the Supplier in the Invoicing Query Log for the month from the total number of invoices raised in the month as listed on the "Total Invoices Report".</p> <p>This shall be expressed as a percentage of the total number of invoices raised in the month as listed on the "Total Invoices Report".</p> <p>i.e.</p> <p>% accuracy of Billing Management Information Reports for the month = $(A-B) / A \times 100$</p> <p>Where:</p> <p>A = the total number of invoices raised in the month as listed on the "Total Invoices Report".</p> <p>and</p> <p>B = the total volume of errors attributable to the Supplier in the Invoicing Query Log for the month.</p> <p>Invoice and/or the Billing Management Information errors shall be classified as follows:</p> <ol style="list-style-type: none"> 1. Billing Management Information Reports not delivered within ten (10) Working Days of the month end date; 2. Invoice and associated Billing Management Information Reports not delivered at the same time; 3. Invoice volume which does not match the Billing Management Information Reports volume; 4. Activations/deactivations for a Resource Unit failing the opening / closing volumes reconciliation for the month; 5. Any reported usage of Resource Units at closed Sites; 6. Errors in Site location code, business unit or cost centre that are attributable to the Supplier; 7. Invoices raised for Services which the Buyer is disputing; 8. Other reasons not contained above.
Reporting Period	Calendar Month
KPI Measure	99%

KPI 2	
CMDB Accuracy	
KPI Description	<p>To monitor and report on the accuracy and completeness of the information provided to DWP for Assets and Serial Numbers and their inclusion into the DWP CMDB.</p> <p>Within fifteen (15) Working Days of the end of each of month 3, 6, 9 and 12 of each Contract Year, the Supplier shall and measure the accuracy and completeness of the information held within the Asset Register for those Assets and Buyer Assets. Within ten (10) Working Days of such check the Supplier shall respond to the Buyer regarding the results.</p>
KPI Calculation	$A/xxx \times 100$ <p>Where:</p> <p>A = The number of audited Assets and Buyer Assets correctly recorded in the Asset Register in each Quarter.</p>
Reporting Period	Calendar Month
KPI Measure	99%

KPI 3	
Delivery of Devices to Sites Next Business Day	
KPI Description	Requests for despatch of devices to sites that are assigned to the Supplier that are next day delivery.
KPI Calculation	<p>The percentage success rate of the fulfilment of requests by counting the total number of assigned requests together with the total number of requests that fulfil the Service Level Target set out below, expressed as a percentage using the formula:</p> $(A / B) \times 100$ <p>Where:</p> <p>A = the number of requests for despatch of devices to site fulfilled during the month that met the Service Level Targets set out below.</p> <p>B = the total number of requests for despatch of devices to site for the month.</p>
Agreed Service Time	Next Business Day Delivery
Reporting Period	Calendar Month
KPI Measure	100%

KPI 4 Expedited Delivery of Devices to Sites	
KPI Description	Requests for despatch of devices to sites that are assigned to the Supplier that are delivered within 4 hours.
KPI Calculation	<p>The percentage success rate of the fulfilment of requests by counting the total number of assigned requests together with the total number of requests that fulfil the Service Level Target set out below, expressed as a percentage using the formula:</p> $(A / B) \times 100$ <p>Where:</p> <p>A = the number of requests for despatch of devices to site fulfilled during the month that met the Service Level Targets set out below.</p> <p>B = the total number of requests for despatch of devices to site for the month.</p>
Reporting Period	Calendar Monthly
KPI Measures	100%

N.B.

A remediation plan process is covered under the contract that can be used in the event of an issue.

KPI reviews are under the Service Board review and any additional conversations or actions are set down from there.

Section 3: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of the proposed process for monitoring and reporting of Service Levels, and the Parties will try to agree the process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") as agreed pursuant to paragraph 1.1 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels;
 - 1.2.3 details of any Increased/Significant Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 [the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate]; and
 - 1.2.6 such other details as the Buyer may reasonably require .
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis to review by Performance Monitoring Reports. The Performance Review Meetings shall :
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued at such location and time (within normal business hours) as the Parties may agree;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier, with the minutes circulated by to all attendees at the relevant meeting and also any other recipients agreed at the relevant meeting.
- 1.4 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier [and the calculations of the amount of Service Credits] for any specified Service Period.

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):

"Contract Board"	The purpose and attendees of these meetings will be established in accordance with paragraph 5 of this Schedule;
"Project, Contract, Risk Management"	The purpose and management of Project, Contract and Risk management will be established in accordance with paragraph Error! Reference source not found. 2, 3 and 4 of this Schedule.

2 Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3 Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
- 3.1.3 able to cancel any delegation and recommence the position himself; and
- 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4 Contract Risk Management

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

5. Role of the Contract Boards

- 5.1. The Contract Boards 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 Contract Boards and their 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 via email 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 Contract 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 Contract 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. Suggested agenda items are highlighted in Annex 1 below

Annex: Contract Boards

The following Contract Boards will be implemented from the Contract Award. During the Contract Implementation phase, both Parties will agree the locations and agenda items for each Contract Board meeting.

Contract Board	Frequency	Suggested Agenda Items
Service Review	Monthly	<ul style="list-style-type: none">• Service Delivery• SLA Performance• KPI Performance• Risks• Incident Management
Business Review	Quarterly	<ul style="list-style-type: none">• Service Delivery• Contract Performance• Risks• Benchmarking• Market Insights• Innovation Opportunities• Exit Plan Management Review
Operational Board	Weekly/Fortnightly	<ul style="list-style-type: none">• Implementation Tracking• Incident Management• ADHOC Requests• Risks

These Contract Board meetings will be reviewed every twelve (12) months.

In addition to the above governance meetings, the Supplier will be expected to be proactive and will meet on a needs driven basis driven by market changes to offer their expertise and market guidance on future services, innovations and potential alternatives that would be a benefit to the Buyer.

For any additional requirements to be aligned to the Contract Boards, post contract signature, these will be addressed via the Variation process and agreed by both parties at the same time.

Call-Off Schedule 16 (Benchmarking)

1 DEFINITIONS

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

"Benchmark Review" - a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;

"Benchmarked Deliverables" - any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;

"Comparable Rates" - the Charges for Comparable Deliverables;

"Comparable Deliverables" - deliverables that are identical or materially similar to the Benchmark Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;

"Comparison Group" - a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;

"Equivalent Data" - data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;

"Good Value" - that the Benchmark Rates are within the Upper Quartile; and

"Upper Quartile" - in respect of Benchmark Rates, that based on an analysis of Equivalent Data, the Benchmark Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

2 When you should use this Schedule

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

3 Benchmarking

3.1 How benchmarking works

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

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
 - (a) proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether

it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - i. market intelligence;
 - ii. the benchmarker's own data and experience;
 - iii. relevant published information; and
 - iv. pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the Upper Quartile;
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

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

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

3.3 Benchmarking Report

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

- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 18 (Background Checks)

1 When you should use this Schedule

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

2 Definitions

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

3 Relevant Convictions

- 3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 3.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 - a) carry out a check with the records held by the Department for Education (DfE);
 - b) conduct thorough questioning regarding any Relevant Convictions; and
 - c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

Annex 1 – Relevant Convictions

[Insert Relevant Convictions here]

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. Definitions

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

Asset Management	The systematic approach to the governance and management of tangible assets (physical objects such as buildings or equipment) and to intangible assets (such as licenses, human capital, intellectual property, goodwill or financial assets). Asset management is a systematic process of developing, operating, maintaining, upgrading, and disposing of assets in the most cost-effective manner (including all costs, risks, and performance attributes).
API	API is the acronym for Application Programming Interface, which is a software intermediary that allows two applications to talk to each other
Break Fix	Replacement of faulty Network Equipment.
Buyer Data	Any data associated with running the Buyer's Services, including but not limited to: <ul style="list-style-type: none"> • personal identifiable information; • service management data; and • technical configuration data.
Buyer's IT Service Management Toolset	Toolset(s) provided by the Buyer for automation and integration of service management processes.
Buyer Private Network	The Buyer's private local area networks that interconnects Buyer sites including Data Centres.
Buyer's Technical Standards	Describes the layout of a Data Centre Hall
Cabling Services	As described in under obligation 2.3 in the Responsibility Matrix of this Schedule (Schedule 20 – Call Off Specification).
Data Centre	Means a room housing Buyer and/or equipment owned by the Supplier for the provision of the Services and/or third-party equipment used to provide other services to the Buyer.
CMDB	A configuration management database (CMDB) is a database used to store information about hardware and software assets and their related physical and logical configurations.
Current Data Centre Network Equipment	Any Network Equipment used to deliver the Current Data Centre network service.
Data Management	Means managing the integrity of Buyer Data and protecting it to provide contingency against data loss or corruption and managing the security of

	Buyer Data in accordance with the Security Standards and Policies.
Endpoints (Devices)	Computing devices which connect to the Data Centre network service using a wired connection. Examples of endpoints/devices include Servers, Load Balancers and Firewalls.
Fit for Purpose	Meets the Acceptance Criteria defined and agreed between the Supplier and the Buyer.
High Level Designs	As per the scope defined under Responsibility 1.2 in the Responsibility Matrix in this Schedule (Schedule 20 – Call Off Specification).
Implementation Partner	Subcontractors of the Supplier who perform all or some of the activities.
IoT	Physical objects that are embedded with sensors, software, and other technologies for the purpose of connecting and exchanging data with other devices and systems.
Low Level Designs	A more detailed version of the High Level Design Capturing all the required detail to deploy the solution including for example and not limited to: <ul style="list-style-type: none"> Physical layout of equipment and cabling of the solution components. The configuration of respective components, i.e. IP addressing VLAN assignment
Live Environment	Means the Buyer's production computer environment comprising the hardware, networks, applications and databases which are utilised 24/7/365 by the Buyer to support operation of its business functions.
Known Errors	A Known Error is a problem that has a documented root cause and a Workaround. Known Errors are managed throughout their lifecycle by the Problem Management process.
Role Based Resource Allocation	Role Based Resource Allocation performs access management through policy enforcement on devices and users of corporate networks.
NCSC	The National Cyber Security Centre (NCSC) is a UK public body provides cyber security guidance.
Network Equipment	Shall include any active or passive kit used for the purposes of providing network services at a Buyers location. Examples of network equipment shall include but not be limited to cabling (patch and structured), cabinets, routers, switches, access points, firewalls, UPS and servers.
Network Equipment Stock	Spare Network Equipment procured by the Buyer or the Supplier for the purposes of a) using as replacements for fault Network Equipment at Sites or b) new installations.
Network Termination Unit	A device provided by a network operator to terminate a WAN circuit.
Out of Band	An independent network fabric capable to managing the primary network assets (and associated other management connections) independently of the primary network

Problems	A Problem is the underlying cause of one or more Incidents.
Penetration Tests	Also called pen testing or ethical hacking, is the practice of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit.
Pre-Production	An environment used to replicate the Production environment for the purposes of testing.
Production	The environment which runs the live Data Centre Service that Buyer connects live servers and network devices to
Releases	A set of related changes to, or the introduction of, a new application or infrastructure, which are scheduled for simultaneous implementation which typically form a single regression test baseline point.
RFC 1918	Request for Comment 1918 (RFC 1918), "Address Allocation for Private Internets," is the Internet Engineering Task Force (IETF) memorandum on methods of assigning, and IP addressing standards, of private IP addresses on TCP/IP networks.
REST API	A REST API (also known as RESTful API) is an application programming interface (API or web API) that conforms to the constraints of REST architectural style and allows for interaction with RESTful web services.
Root Cause Analysis	Means the analytical activity to be undertaken to determine the underlying cause of an Incident or Problem, and "Root Cause Analyses" shall be construed accordingly.
Quality Releases	means the absence of any defect, with performance fully conformant to the requirements, of a Release.
Service Desk	The single point of contact between the Supplier and Buyer concerning incidents.
Service Levels	Performance requirements, which are either Service Levels or KPIs as defined in Schedule 14.
Site	Includes any building where the Buyer provides network services to its staff or third parties performing activities on behalf of the Buyer. Example of sites shall include but not be limited to job centres, corporate offices, pension processing centres, cmg processing centres, contact centres, chda assessment centres, pip assessment centres and data centres.
Structured Cabling	Defined as building wide cabling for the purposes of data networking.
Suppliers Tender Response	The document setting out the Supplier Response as to how it will fulfil the Buyer's requirements and meet its (the Suppliers) obligations in this Schedule (Schedule 20). Otherwise known as the Technical Envelope.
SVI	Switched Virtual Interface, to enable traffic to leave a VLAN and route to a destination on a remote VLAN

Transition	Means the activities required to migrate the Data Centre endpoints to the new network solution being provided by the Supplier.
VDC	Virtual Device Contexts, A network technology that provides enhanced separation between environments by virtualising all functions and interfaces of a network device for a higher level of separation between different environments
VLAN	Virtual Local Area Network, A network technology that allows hosts connected to the same VLAN to communicate with each other without a router
VRF	Virtual routing and forwarding, A network technology that allows the routing components to be virtualised and isolated from each other to ensure separation between different environments
VXLAN	A network technology that encapsulates traffic to extend overlay networks over an underlay network.
WAN	The wide area network (WAN) is a telecommunications network that connects the Buyer sites.
Warranty	A written guarantee, issued to the purchaser of an article by its manufacturer, promising to repair or replace it if necessary, within a specified period of time
Workarounds	A method for overcoming a problem or limitation in a program or system.

2. Responsibility Matrix Overview

- 2.1. The Responsibility Matrix sets out the obligations of the Supplier in respect of the Services and the responsibilities of the Buyer (if any) in respect of each such obligation.
- 2.2. The Services comprise of a number of key functions specified at Level 1 of the Responsibility Matrix.
- 2.3. Each of the key functions at Level 1 comprise of a number of subsidiary functions specified at Level 2 in the Responsibility Matrix.
- 2.4. The entries at Level 1 and Level 2 of the Responsibility Matrix are heading, for convenience only and shall not affect the interpretation or construction of this Schedule (Call-Off Schedule 20 – Call-Off Specification).
- 2.5. The obligations of the Supplier in respect of each Level 2 heading are described in the form of outputs at Level 3 together with any qualifications as to how the Supplier

meets each Level 3 obligation which are, where applicable, specified at Level 4 in the Responsibility Matrix.

- 2.6.** The Supplier shall perform all obligations at Level 3 and shall perform or comply with all qualifications specified at Level 4 from the Contract Signature Date unless otherwise agreed with the Buyer.
- 2.7.** The Buyer Responsibilities (if any) in respect of each output from The Supplier (specified at Level 3 in the Responsibility Matrix) are specified at Level 5 in the Responsibility Matrix.
- 2.8.** The Buyer has no responsibilities to the Supplier in respect of the Services other than those specified at Level 5 in the Responsibility Matrix.
- 2.9.** The numbering of Buyer requirements does not denote any relative importance.
- 2.10.** The headings are for information and ease of use only; they have (or shall have) no contractual significance.

Responsibility Matrix

#	Level	Category	Product Description	Quality Criteria
1	L1	Design and Architecture		
1.1	L2	Scope and Capabilities		
1.1.1	L3	The Supplier shall produce a new network design based on Vendors latest Data Centre Network technologies.	Redacted	Redacted
1.1.2	L4	<i>The Supplier shall collaborate with the Buyers nominated architecture resource to help better understand the Buyers current infrastructure to minimise the risk of unviable design elements and to assist with the Buyers internal security and design governance requirements.</i>	Redacted	
1.1.3	L3	The Supplier shall procure and install all required hardware, software, and licenses as per the agreed BOM, at the Buyers Data Centre locations, in addition to a small Lab environment.	Redacted	Redacted
1.1.4	L4	<i>The Supplier will collaborate with the Buyers nominated Data Centre and engineering resources during the installation and migration phase.</i>		
1.1.5	L5	The Buyer shall provide details of the Data Centres, and the proposed rack locations where the OPH Network Refresh solution will be installed.		Redacted
1.1.6	L3	The Supplier will ensure only suitably qualified and experienced people are engaged to design, build and transition to the OPH Network Refresh solution. This will include, but is not limited to project management, architecture, engineering, automation, and testing resources.		Redacted

1.1.7	L3	<p>The scope of OPH Network Refresh solution shall include:</p> <ul style="list-style-type: none"> a) The Suppliers proposed orchestration and management infra-structure, for the purposes of managing the OPH Network Refresh hardware platform; b) Network Hardware equipment deployed at Data Centres and a Lab environment c) Installation Services to install and migrate endpoints to the new OPH Network Refresh solution at each Data Centre; d) The preparation of automation routines to allow operational staff to provision end-to-end flows (from server to external handoff) for both Production and Test networks that must include: <ul style="list-style-type: none"> a. VLANs, SVI, Routing and VRF configuration b. placeholders for the Buyer to in future, insert additional code/configuration for 3rd party products (including Load Balancer and Firewall configuration as examples) within the same routines/pipeline; c. Any other Vendor specific automations that the Supplier recommends that may benefit the Buyer. e) Support Services provided as per Schedule 14 and f) Any other capabilities presented in the Suppliers Tender Response. 		Redacted
1.1.8	L4	<p><i>The Supplier will provide a Software as a Service (SaaS) hosted based solution that if that solution stores and processes data within the United Kingdom and assurances are given (and accepted by the Buyers Security governance). Access to, and the storage of the Buyers management information must be securely and logically separated such that only the Buyer has access to its platform and its configurations - unless temporary Vendor support access is required (and provided by the Buyer).</i></p>		Redacted

1.1.9	L3	<p>The OPH Network Refresh solution shall be split into two phases for both pricing and delivery:</p> <p>a) Phase 1 to include the replacement of the network switching hardware supporting Server Hosting (OPH) and Out of Band Management (OOB); and</p> <p>b) Phase 2 to include replacement of additional switches supporting network security appliances and external connectivity (SDX).</p>	The solution will include both Phase 1 and Phase 2	Redacted
1.1.10	L3	The end of the Design Phase will be a Stage Gate as the design is agreed and any changes to the BOM are discussed and the commercial implications agreed by both parties		
1.2	L2	Network Architecture		
1.2.1	L3	The Supplier shall design a solution that optimises the quantity of switches and any additional infrastructure required to meet the solutions overall requirements		Redacted
1.2.2	L3	The Supplier shall design a solution the provides no single point of failure within each Data Centre, with High Availability technology used to provide resilience.		Redacted

1.2.3	L3	<p>The Supplier shall prepare and maintain documentation through to the completion of Migration the designs and related management scripts for the Suppliers solution which shall include but not be limited to:</p> <ul style="list-style-type: none"> a) Review the Buyers Data Centre documentation to determine the following: <ul style="list-style-type: none"> a. Location of switches, cabinets, and interconnects; and b. Any structured cabling works required. b) High level Designs and Low-Level Designs for Lab, Production and Out of Band network environments covering the following: <ul style="list-style-type: none"> a. Orchestration and Management platforms; b. Security; c. Disaster Recovery and Business Continuity; d. Integration with other systems of the Buyer including but not limited to: <ul style="list-style-type: none"> i. Event management platforms; ii. IT Service Management Toolset; iii. Role Based Resource Allocation; iv. Directory Services; v. DHCP/DNS Services as required; e. Cabinet layout(s); f. Device Interconnections; g. IP address allocations; and h. Device naming; c) Security risks assessments for the platform; d) Scripts used to automate the build, configuration, backup of any provisioned management systems; e) Data Centre surveys used for the purposes of Data Centre Installation and Commissioning; and f) Any other transition documentation as agreed between the Supplier and the Buyer. 	Redacted
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1.2.4	L3	The Supplier shall design and implement the OPH Network Refresh solution to ensure the Buyer can maintain current defined Service Levels (see Call-Off Schedule 14 Service Levels)		Redacted
1.2.5	L3	The Supplier shall notify and agree with the Buyer any material changes to the technical solution presented in the Suppliers Tender Response post Design Completion. Material changes include but are not limited to: a) Change of vendor used to deliver any component, hardware or software used to deliver the new OPH Network solution; and b) Change of model/type of hardware used to deliver the new OPH Network solution.	Redacted	Redacted
1.2.6	L4	<i>In the event 1.2.5 applies and is accepted by the Buyer, the Supplier will bear any associated Supplier and/or Buyer costs.</i>		Redacted
1.2.7	L3	The Supplier shall cooperate with independent security assessments for the OPH Network Refresh solution including: a) Providing up to date designs and configuration information; b) Making Supplier and vendor subject matter experts available to answer questions; and c) Providing the independent risk assessor with access to the platform to provide vulnerability scans and tests.	Redacted	Redacted
1.2.8	L3	The Supplier shall help produce and maintain the risk assessment in accordance with Buyer's requirements.	Redacted	
1.2.9	L5	The Buyer shall be responsible for arranging independent security assessment of the OPH Network Refresh solution.		Redacted
1.5	L2	Network Security		Redacted
1.5.1	L3	The OPH Network Refresh solution shall be designed in a manner that protects all management interfaces from unau-		Redacted

		thorised access within the existing Data Centre management infrastructure.		
1.5.2	L3	The OPH Network Refresh solution will support the following methods to control communication within the Data Centre networks: a) Preventing and allowing communication between network segments and VLANs; b) Ensuring inter VLAN routing is controlled and capable of segmented with the use of VRF's or other similar technology; and c) Other methods stated within the Supplier Tender Response and published Release Notes.		Redacted
1.5.3	L3	The OPH Network Refresh solution shall support encrypted communication for any management connections as well as any integration with 3rd party tools/products/technologies.		Redacted
1.5.4	L3	The OPH Network Refresh solution will provide RBAC (Role Based Access Control) to the management console(s) for authorised users.		Redacted
1.5.5	L3	The OPH Network Refresh solution will secure and encrypt all management and configuration data held at rest on any OPH Network Refresh component or in transit between OPH Network Refresh components.		Redacted
1.5.6	L3	The OPH Network Refresh solution shall support secure communication over APIs to Buyer management systems in line with REST API design and configuration principles, guidance, and best practice.		Redacted
1.5.7	L3	If any component is cloud hosted, the Supplier must ensure secure separation of the Buyer's management platform with any other customer of the Supplier.		Redacted
1.5.8	L3	The Supplier shall ensure that there is no means for the Supplier, its sub-contractors, and the vendor(s) to gain access to the management and orchestration platform and related data unless temporary access		Redacted

		is approved and provided by the Buyer.		
1.5.9	L3	The Supplier shall configure the OPH Network Refresh solution to be secured appropriately in line with Buyer standards and legislation as set out in Annex A and B of Call-off Schedule 9 (Security), including: SS-007: Use of Cryptography, SS-018: Network Security Design and SS-033: Security Patching		Redacted
1.5.10	L3	The OPH Network Refresh solution shall be designed and configured by the Supplier to adhere to all relevant published NCSC guidelines and standards unless otherwise agreed with the Buyer.		Redacted
1.6	L2	Network Management		
1.6.1	L3	The Supplier shall ensure the solution includes management tools to enable the Buyer to configure, operate, support, and maintain the OPH Network Refresh solution. The management tools shall deliver the following capabilities as a minimum: a) Centralised configuration of the network infrastructure; b) Real time and historic fault and performance reporting of the each network switch; c) Logging of all logins and configuration changes; d) Asset Management covering all hardware and software components; e) Firmware, software and patch distribution and installation; f) API support to enable scripts to be developed to gather data from the networks or perform configurations; and g) Any other management capabilities set out in the Suppliers Tender Response.		Redacted
1.6.2	L3	The OPH Network Refresh solution shall maintain a record of all configuration changes including for each the following information: a) User ID or name of the account that made the change. b) Date and time of the change; and		Redacted

		c) Details of the change that was made.		
1.6.3	L3	The OPH Network Refresh solution shall retain all log configuration changes for a minimum of 30 days.		Redacted
1.6.4	L3	<p>The OPH Network Refresh solution shall have the capability to define event thresholds and raise proactive alerts for the following:</p> <ul style="list-style-type: none"> a) An outage, system crash or unplanned reboot event of any OPH Network Refresh Network Equipment; b) Any part of the OPH Network Refresh solution and its components falling below a defined performance threshold, including but not limited to: <ul style="list-style-type: none"> a. Packet loss, jitter latency between the management infrastructure and the device; b. Failure of a firmware, software and/or patch upgrade; c. CPU, Memory utilisation; d. Bandwidth utilisation; e. System crash or unplanned reboot event; and c) Any other related capabilities set out in the Supplier's Tender Response. 		Redacted
1.6.5	L3	The OPH Network Refresh solution shall retain all logged event information related to line 1.6.3 for a minimum of 30 days.		Redacted
1.6.6	L3	<p>The Supplier shall configure the OPH Network Refresh solution to provide real time performance data and fault information to the Buyer's Network Monitoring Tools using REST API scripts. The integration will be done by the Buyer, supported by the Supplier. The Buyer's Network Monitoring tools include:</p> <ul style="list-style-type: none"> a) BMC Entuity; b) Splunk; c) Service Now; d) Netscout; and e) Dynatrace. 		Redacted

1.6.7	L5	The Supplier shall support the Buyer with any configuration required to the Buyer's Network Monitoring tools and any related information required for the purposes of line 1.6.4.		Redacted
1.6.8	L3	The OPH Network Refresh solution will have the capability to export all, events and data captured in an open format including but not limited to XML and CSV.	Redacted	Redacted
1.6.9	L3	The OPH Network Refresh solution shall support upstream and downstream secure API integration to obtain data for analysis, reporting and to aid automation using REST standards.	Redacted	Redacted
1.6.10	L4	<i>The OPH Network Refresh solution shall comply with published REST API design principles and guidance.</i>	Redacted	Redacted
1.6.11	L4	<i>All features, configuration items and data shall be accessible via the REST API unless otherwise explicitly stated in the Supplier's Tender Response.</i>	Redacted	Redacted
1.6.12	L3	The OPH Network Refresh solution shall support the remote installation of new firmware, new software, or patches.	Redacted	Redacted
1.6.13	L4	<i>For any firmware, software and patches the OPH Network Refresh solution shall be capable to:</i> <i>a) Schedule the installation at time of the Buyer's choosing;</i> <i>b) Rollback to the previous running and working version of firmware, software or patch revision.</i> <i>c) Upgrade selected components across the Buyer estate or at Data Centres for testing or to avoid a complete outage of the OPH Network Refresh solution across the Buyer Estate or a Data Centre.</i>	Redacted	Redacted
1.6.14	L4	<i>The Supplier shall ensure that all OPH Network Refresh hardware and software has the capability to be patched to a Buyer defined vendor release, with the exception of Security Releases which shall be the latest release unless otherwise agreed in writing with the Buyer.</i>	Redacted	Redacted

1.6.15	L4	<i>The Supplier shall be responsible for all new firmware, new software or patches during Implementation activities ensuring all components of the OPH Network Refresh solution are at N-1 of the current major release for each component. For example if the current release is 3.x then the installed release must be at least 2.x.</i>		Redacted
1.6.17	L3	The OPH Network Refresh solution shall provide an inbuilt asset management capability, including recording and tracking of all in-use OPH Network Refresh hardware devices as part of the solution.	Redacted	Redacted
1.6.18	L4	<i>The Supplier shall provide the following information for all equipment specified in the Solution: a) The end of vendor support date for each hardware component where known; b) The license expiry date for each license;</i>	Redacted	Redacted
2	L1	Installation and Migration	Redacted	Redacted
2.1	L2	Planning	Redacted	Redacted
2.1.1	L3	The Supplier shall prepare and manage project plans for the implementation and migration of all components (Lab, Primary Network, Out of Band) of the Suppliers solution.	Redacted	Redacted
2.1.2	L4	<i>The Supplier will collaborate with the Buyers nominated engineering and project management resources during the planning phase to share knowledge and minimise the risk of unviable project plans and to assist with the Buyers internal security and design governance requirements</i>	Redacted	Redacted
2.1.3	L5	The Buyer shall provide details of the Data Centres where the OPH Network Refresh solution will be implemented at Contract Signature	Redacted	Redacted
2.1.4	L5	The Buyer shall formally state the scope of the endpoints to be migrated at Contract Signature providing a list of Data Centres including any timing constraints as to when the Data Centres cannot or can be transitioned.	Redacted	Redacted
2.2	L2	LAB Network	Redacted	Redacted

2.2.1	L3	<p>The Supplier shall perform a small isolated deployment of the Controller/Orchestration/Integration components into the Buyers LAB infrastructure. Any physical installation shall include:</p> <ul style="list-style-type: none"> a) Physical deployment of the associated hardware required, unless otherwise agreed with the Buyer; b) Patch Cabling works required to interconnect the Network Equipment at each Data Centre unless otherwise agreed with the Buyer; c) Commissioning tests; d) Base configuration of the Controller/Orchestration/Integration components. <p>Any virtual installation shall include:</p> <ul style="list-style-type: none"> a) Providing the required specifications and base image for deployment by the Buyers infrastructure support team; and b) Base configuration of the Controller/Orchestration/Integration components. 	Redacted	Redacted
2.2.2	L4	<i>The deployment of the management and orchestration platform shall be performed by Supplier staff who hold UK Government Security Check (SC Clearance).</i>		Redacted
2.2.3	L4	<i>The Supplier shall inform the Buyer of the technical requirements to host any software-based Orchestration environment</i>	Redacted	Redacted
2.2.4	L5	If required and agreed with the Buyer, the Buyer shall support the Supplier with the deployment of any virtual assets		Redacted
2.2.5	L3	<p>The Supplier shall perform the configuration of the Controller/Orchestration/Integration components into the Buyers LAB Infrastructure, including:</p> <ul style="list-style-type: none"> a) Full configuration of the orchestration and management platform; and b) Integration of the OPH Network Refresh platform with the Buyer's platforms include: <ul style="list-style-type: none"> a. Existing Network Monitoring Tool; 		Redacted

		<ul style="list-style-type: none"> b. IT Service Management Toolset; c. Security Event Management tool integration; 		
2.2.6	L4	<i>The configuration of the management and orchestration platform shall be performed by Supplier staff who hold UK Government Security Check (SC Clearance).</i>		Redacted
2.2.7	L3	<p>The Supplier shall perform the deployment and base configuration of the network hardware into the Buyers LAB infrastructure, including:</p> <ul style="list-style-type: none"> a) Physical deployment of Network Equipment required unless otherwise agreed with the Buyer; b) Patch Cabling works required to interconnect the Network Equipment at each Data Centre unless otherwise agreed with the Buyer; c) Inter-connectivity of the new solution with the existing network infrastructure at each Data Centre; d) Commissioning and testing of the OPH Network Refresh solution as per obligation 2.1.6 in this Responsibility Matrix at each Data Centre; e) Ensuring the Data Centre areas are cleared of redundant cables, equipment or waste; f) Base configuration of the network hardware and integration into the Controller/Orchestration. 	Redacted	Redacted
2.2.8	L4	<i>The deployment of the network hardware shall be performed by Supplier staff who hold UK Government Security Check (SC Clearance).</i>		Redacted
2.2	L2	Data Centre Installation		

2.2.1	L3	<p>The Supplier shall perform the deployment of the Controller/Orchestration/Integration components into the Buyers DC infrastructure.</p> <p>Any physical installation shall include:</p> <ul style="list-style-type: none"> a) Physical deployment of the associated hardware required, unless otherwise agreed with the Buyer; b) Patch Cabling works required to interconnect the Network Equipment at each Data Centre unless otherwise agreed with the Buyer; c) Commissioning tests; d) Base configuration of the Controller/Orchestration/Integration components. <p>Any virtual installation shall include:</p> <ul style="list-style-type: none"> a) Providing the required specifications and base image for deployment by the Buyers infrastructure support team; and b) Base configuration of the Controller/Orchestration/Integration components. 		Redacted
2.2.2	L4	<i>The deployment of the management and orchestration platform shall be performed by Supplier staff who hold UK Government Security Check (SC Clearance).</i>		Redacted
2.2.3	L4	<i>The Supplier shall inform the Buyer of the technical requirements to host any software-based Orchestration environment</i>	Redacted	
2.2.4	L5	If required and agreed with the Buyer, the Buyer shall support the Supplier with the deployment of any virtual assets		Redacted
2.2.5a	L3	The Supplier shall perform the configuration of the Controller/Orchestration/Integration components into the Buyers infrastructure		Redacted
2.2.5b	L3	<p>The Supplier shall develop automation routines as presented in the scope for common tasks including:</p> <ul style="list-style-type: none"> a. VLANs, SVI, Routing and VRF configuration <p>Note that the intent is that the automation will include auto-</p>		Redacted

		matic allocation of IP addresses and VLANs from a managed pool such that the process is fully automatic and error free		
2.2.5c	L3	<p>The Supplier shall perform the configuration of the Controller/Orchestration/Integration components to enable Integration of the OPH Network Refresh platform with the Buyer's platforms including:</p> <ul style="list-style-type: none"> a. Existing Network Monitoring Tool; b. IT Service Management Toolset; c. Security Event Management tool integration: 	Redacted	Redacted
2.2.6	L4	<i>The configuration of the management and orchestration platform shall be performed by Supplier staff who hold UK Government Security Check (SC Clearance).</i>		Redacted
2.2.7	L3	<p>The Supplier shall perform the deployment and base configuration of the network hardware into the Buyers Data Centre locations, including:</p> <ul style="list-style-type: none"> a) Physical deployment of Network Equipment required, including remediation of any power and space issues at each Data Centre unless otherwise agreed with the Buyer; b) Patch Cabling works required to interconnect the Network Equipment at each Data Centre unless otherwise agreed with the Buyer; c) Inter-connectivity of the new solution with the existing network infrastructure at each Data Centre; d) Commissioning and testing of the OPH Network Refresh solution as per obligation 2.1.6 in this Responsibility Matrix at each Data Centre; e) Ensuring the Data Centre areas are cleared of redundant cables, equipment or waste; f) Base configuration of the 	Redacted	Redacted

		network hardware and integration into the Controller/Orchestration.		
2.2.8	L4	<i>The deployment of the network hardware shall be performed by Supplier staff who hold UK Government Security Check (SC Clearance).</i>		
2.2.9	L5	Physical installation of switches and cables to be carried out by DWP DC Ops staff		
2.3	L2	Cabling		
2.3.1	L3	The Supplier shall provide, as part of installation and migration activities, the necessary cables to inter-connect switches and to connect all endpoints migrating to the new network where existing cabling is unsuitable.		Redacted
2.3.2	L3	The Supplier shall label and colour code all cables to the Buyer standards when installing and/or undertaking re-cabling or re-patching within Data Centre.	Redacted	
2.3.3	L3	The Supplier shall monitor, analyse, and report if the level of reported Data Centre cable faults is excessive in the reasonable opinion of the Supplier until the point of service handover.	Redacted	Redacted
2.3.4	L3	All cabling installed by the Supplier shall be subject to OEM standard warranty detail of such warranty information must be provided to the Buyer.		Redacted
2.3.5	L3	Where any cabling is replaced, it should comply with the standards of the Buyer.		Redacted

2.3.6	L3	The Supplier shall provide a cabling design for each Data Centre on deployment and following any change.	Redacted	Redacted
2.4	L2	Migration		
2.4.1	L3	The Supplier shall plan and perform the transition of each endpoint from the Current Data Centre network to the new network infrastructure. The preferred migration approach is per application over the period of time defined in the (Schedule 13).	Redacted	Redacted
2.4.2	L4	<i>The Supplier will collaborate with the Buyers nominated engineering and project management resources during the planning phase to share knowledge and minimise the risk of unviable project plans and to assist with internal communications</i>		
2.4.3	L5	The Buyer shall formally state the scope of the endpoints to be migrated at Contract Signature, including any timing constraints as to when the endpoints cannot or can be transitioned.		Redacted
2.4.4	L3	The Supplier shall perform the migration of endpoints to the new network infrastructure, including: a) Required configuration preparation using IAC automation scripts as applicable; b) Communicate with the Buyers stakeholders of the endpoints due for migration; c) Patch Cabling works required to move an endpoints network connection from the original network switch port to the new network switch port; d) Provide post-change support where requested by the Buyer to post completion; e) Ensuring the Data Centre areas are cleared of redundant cables, equipment or waste	Redacted	Redacted
2.4.5	L4	<i>Any migration activity which causes interruption to an application or service shall be performed outside of operational hours unless otherwise agreed with the Buyer. Non-Operational hours are: Fri, Sat, Sun: 21:00 – 07:00 Implementation changes will be</i>		

		<i>arranged on a per Data Centre basis during agreed time periods.</i>		
2.4.6	L5	The Buyer shall provide access to the Data Centres for the purposes of the Supplier survey, installation, commissioning, and testing work subject to reasonable notice being given.		Redacted
2.4.7	L4	<i>The Supplier shall ensure there is no loss of any networking services by changing devices or software unrelated to the scope of any individual migration within operational hours</i>		
3	L1	Acceptance into Service		
3.1.1	L3	The Supplier shall present a successfully completed checklist for the various stages of installation and migration for the Buyer sign off once Test Plans are completed. The checklist shall set out any issues or snags resolved or otherwise with a Buyer agreed plan to resolve them.	Redacted	Redacted
3.1.2	L5	The Buyer shall sign off installation, commissioning, and testing Data Centre Acceptance Certificate for each Data Centre.		
3.1.3	L3	The Supplier shall provide a Data Centre configuration Operational Support period of one calendar month following the initial installation for each Data Centre, post the Buyer sign off the related Checklist for each Data Centre. All Supplier costs associated with remedial works including any on-site Data Centre work shall be borne by the Supplier during the Operational Support period.	Redacted	Redacted
3.1.4	L3	The Supplier shall provide Operational Support for each individual migration during the sign off period (one week) or when all snags identified during the sign off period have been resolved, whichever is the later. All Supplier costs associated with Operational Support including any on Data Centre	Redacted	

		work shall be borne by the Supplier.		
3.1.5	L3	The Supplier throughout the Migration shall bear the costs for all OPH Network Refresh solution Management System and Network Equipment firmware and software upgrades required to the OPH Network Refresh solution for following purposes: a) To meet the obligations set out in this Specification (Schedule 20); b) To deliver the capabilities specified in the Suppliers Tender Response; c) To address any security vulnerabilities deemed high risk; and d) To address any bugs or faults which prevent the provider from fulfilling points a), b) or c) above.		Redacted
3.1.6	L3	The Migration will be deemed complete once all the individual Migration Checklists have been agreed and signed off by the Buyer	Redacted	Redacted
4	L1	Support Services		
4.1	L2	Build Support Services Scope		
4.1.1	L3	The Supplier shall provide as part of the solution, Vendor backed support services as per Schedule 14. DWP require 4 Hour support for the Spine and Border Leaf Switches and Next Business Day for all the other non critical components.		
4.1.2	L5	For Design & Build, the Buyer shall be liable for the costs associated with supplying the Supplier with any hardware and software required to support the new network solution once deployed into the Buyers production environment.		

4.1.3	L3	<p>In the Design and Build Phase, the Supplier shall ensure the Vendor, under the instruction of the Buyer is able to perform Fault Finding and Resolution either remotely, or at a Data Centre location or both and it shall include but not be limited to one or more of the following activities:</p> <p>a) Swap out faulty Network Equipment including performing the base configuration of the device to enable it to connect to the Buyer's orchestration platforms; and</p> <p>b) Perform one of the following applicable requirements for the Network Equipment including:</p> <ol style="list-style-type: none"> Process a warranty claim; and Perform (secure) disposal; 		
4.1.4	L3	<p>In the Design & Build Phase, the Supplier shall ensure the Vendor, under the instruction of the Buyer is able to perform the Replacement of faulty Network Equipment at a Data Centre location and it shall include but not be limited to one or more of the following activities:</p> <p>a) Power down and remove Network Equipment from a physical rack including if applicable the rack; and</p> <p>b) Remove structured patch cables;</p>	Redacted	
4.1.5	L3	<p>In the Design & Build Phase, the Supplier shall provide as part of the solution, Vendor backed support services and/or Direct Vendor support from the point of delivery to facilitate Software Support for all software/virtual components of the solution. The support service must cover:</p> <p>a) Fault Finding and Resolution of Software Issues;</p>		
4.1.8	L3	<p>All Supplier provided OPH Network Refresh Hardware shall be subject to a lifetime warranty (covering the life of the contract and extension periods). The Supplier or Vendor shall bear the costs for any replacement hardware required.</p>		
4.2	L2	Access to Information		

4.2.1	L3	The Supplier shall support the Buyer in the provision of information relating to the Services that may be required by the Buyer from time to time in response to requests for information from third parties, including, without limitation, Parliamentary Questions and Freedom of Information requests. Such information shall not be reasonably withheld and be provided within five days to the Buyer at no additional cost to the Buyer.		Redacted
4.3	L2	Guidance and Maintenance of Tooling		
4.3.1	L3	The Supplier shall provide and maintain accurate design and configuration documentation for all Supplier tooling used in providing the Services.		Redacted
4.3.2	L3	The Supplier shall comply with the following Buyer Policies and Procedures when either directly using and/or integrating with the Buyer's IT Service Management Toolset. These policies and procedures include: a) TechNow Code of Connectivity; and b) Supplier on-Boarding 3rd Party Access to the DWP place Application.	Redacted	
4.4	L2	Incident Management		
4.4.1	L3	In the Design & Build Phase, the Supplier shall comply with the following for Incident Management if required to as part of an incident during the Installation and migration periods: a) Buyer's Incident Management Framework; and b) Buyer's Major Incident Policies and Procedures.		

4.4.2	L3	<p>In the Design & Build Phase, the Supplier shall, if required to as part of an incident during the Installation and migration periods:</p> <ul style="list-style-type: none"> a) ensure Incident Records are complete and up to date at all times and are linked to any other impacted areas including, but not limited to, the CMDB, Problems, Change Records, Known Errors, and Workarounds within the Buyer Service Management Tooling; b) identify, record, investigate, diagnose, and resolve Incidents assigned to the Supplier in accordance with the relevant Service Level Targets and Key Performance Indicators, as specified in Schedule 14 (Service Levels); c) utilise the Buyer Service Management Tooling for the management and processing of all Incidents; and d) comply with the Buyer's Access Controller Process to request access to Data Centres. 		
4.5	L2	Request Fulfilment		
4.5.1	L3	<p>The Supplier shall, if required to as part of any internal fulfilment request during the Installation and migration periods:</p> <ul style="list-style-type: none"> a) comply with the Buyer's Request Fulfilment Policies and Procedures; b) utilise the Buyer Service Management Tooling for the processing of all Requests; c) confirm it will provide up to date contact details to enable the Buyer Service Desk to assign Requests correctly to the Supplier; and d) ensure an expedited SLA is available for DWP to use which has quicker resolution/fulfilment than standard SLA's. 		
4.6	L2	Problem Management		
4.6.1	L3	<p>The Supplier shall , if required to as part of any internal fulfilment request during the Installation and migration periods:</p> <ul style="list-style-type: none"> a) comply with the Buyer's Problem Management Framework; and 		

		b) utilise the Buyer Service Management Tooling for the management of all Problems and Root Cause Analysis.		
4.7	L2	Access Management		
4.7.1	L3	For any SaaS/Vendor hosted components of the solution, The Supplier shall inform the Buyer of any instance where the Supplier believes Access Management rights may be abused within 48 hours of coming aware of such abuse.		Redacted
4.7.1.1	L4	<i>The Supplier shall provide the Buyer with a quarterly record of access where Users are suspected of breaches of Access Management policy, inappropriate use of resources or fraudulent use of data.</i>		Redacted
4.8	L2	Change Management		Redacted
4.8.1	L3	The Supplier shall comply with the Buyer's Change Management Policies and Procedures.		Redacted
4.8.2	L3	The Supplier shall utilise the Buyer Service Management Tooling for the management of all Change.		Redacted
4.8.3	L3	The Supplier shall ensure that all requests for impacting of changes are responded to accurately, comprehensively and within the timescales set in the Buyer's Change Management Policies and Procedures.		Redacted
4.8.4	L3	The Supplier shall provide the Buyer with details of all proposed changes for inclusion in the Forward Schedule of Change (FSC).		Redacted
4.8.5	L3	The Supplier shall ensure the Buyer is made aware (Within agreed timescales) of Change activity that may impact the Buyer regardless of whether the Changes are managed through the Change Management Process.		Redacted
4.9	L2	Service Level Management		
4.9.1	L3	The Supplier shall provide Services to achieve all required contractual Service Levels and Key Performance Indicators each Service Measurement Period, as specified in Schedule 14 (Service Levels).		Redacted

4.9.2	L3	The Supplier shall provide accurate supplementary documentation to the Buyer Service Management Tooling reporting in support of the achievement of all contractual Service Levels and Key Performance Indicators.		Redacted
4.9.3	L3	The Supplier shall resolve any failures to meet the contractual Service Levels and Key Performance Indicators.		
4.9.4	L5	The Buyer will use the Buyer Service Management Tooling for the purposes of monitoring and reporting Supplier performance with respect to Incident Management, Request Management, Problem Management and Change Management Service Levels and Key Performance Indicators.		
4.1	L2	Knowledge Management during Design & Build		
4.10.1	L3	The Supplier shall comply with the Buyer's Knowledge Management Framework.		
4.10.2	L3	The Supplier shall utilise the Buyer Service Management Tooling for the management of all Knowledge Articles.		
4.10.3	L3	The Supplier shall provide the Buyer Service Desk and other support teams with knowledge articles to enable it to perform incident diagnosis and enable incident resolution at the earliest point.		
4.10.4	L3	The Supplier shall provide new and updated Knowledge Articles and retire out of date information to ensure the completeness and accuracy of the Knowledge Management Database within the Buyer Service Management Tooling.		
4.10.5	L3	The Supplier shall supply formal training and guidance to cover all technical levels (1-3)		Redacted
4.10.6	L3	The Supplier shall provide comprehensive release notes for firmware upgrades		
4.10.7	L3	The Supplier shall update any As Is Data Centre Designs to incorporate any changes to the infrastructure design for that Data Centre and provide the		Redacted

		document and any diagrams (i.e. Visio file) to the Buyer		
4.11	L2	Commercial		
4.11.1	L3	The Supplier will commit to providing the Buyer with the lowest price available to the Supplier for the purchase of network infrastructure requirements sourced from the Original Equipment Manufacturers (OEMs).		
4.11.2	L3	All volume discounts, rebates, deal registrations, promotional discounts that are agreed with the OEM's will be provided to the Buyer and presented within any quotations.		
4.11.3	L3	All quotations provided by the Supplier to the Buyer must be valid for 90 calendar days.		
4.11.4	L3	All services must ensure compliance with IR35 regulations. The Supplier will be required to complete an assessment of the successful Supplier prior to contract award which will be reviewed by the Buyer on an annual basis.		
4.11.5	L3	Unless otherwise agreed within the contract, the Suppliers professional services agreements will be paid using an outcome-based model and following agreed milestone payments.		
4.12	L2	Financial Management		
4.12.1	L3	The Supplier shall provide Invoices and Billing MI in electronic format (xls) as defined by the Buyer for upload into the Buyer Service Management Toolset.		
4.12.2	L3	The Supplier shall provide in the format required accurate invoice information and supporting documentation each Service Measurement Period to the Buyer for products and services provided.		
4.12.3	L3	The Supplier shall provide information to enable the Buyer to be able to account for the money spent, and the associated value, on the creation, delivery and support of IT services across the Buyer's services and operational business.		

4.12.4	L3	The Supplier shall provide information to enable the Buyer to report and accurately forecast financial requirements to meet contracted service commitments.		
4.13	L2	Release and Deployment Management for Design and Build		
4.13.1	L3	The Supplier shall comply with the Buyer's Release Management Policies and Procedures.		Redacted
4.13.2	L3	The Supplier shall minimise the disruption of the service to the business through synchronisation of Releases within packages.		
4.13.3	L3	The Supplier shall reduce errors through the controlled release of hardware and software to the Buyer Live Environment.		
4.13.4	L3	The Supplier shall undertake risk assessment and assess the business impact of all Changes prior to packaging and delivery to ensure the business benefits of the Changes are realised.		
4.13.5	L3	The Supplier shall build Quality Releases that have been subject to quality control and effective testing.		
4.13.6	L3	The Supplier shall deliver Releases into the Live Environment in accordance with the relevant Projects		
4.13.7	L3	The Supplier shall assist the Buyer in the rapid delivery of change activity by providing a highly flexible and responsive Contractor release management process.		
4.13.8	L3	The Supplier will use the Buyer's IT Service Management Toolset for governance of Release activity.		
4.14	L2	Service and Supplier Quality		
4.14.1	L3	The Supplier shall undertake expert trend analysis to identify issues and drive improvement activities.		
4.14.2	L3	The Supplier shall undertake trend analysis to identify improvement activities to deliver business benefits in line with business priorities.		
4.14.3	L3	The Supplier shall work with the Buyer to drive continuous		

		improvement across all parts of its Service.		
4.14.4	L3	The Supplier shall collaborate with the Buyer and other Service Providers to address issues and improve the levels of service provided overall.		
4.14.5	L3	The Supplier shall provide a consistent single point of contact to provide ongoing proactive support/contact to the Buyer and participate in service reviews.		
4.14.6	L3	The Supplier shall provide at least monthly service reviews with the Buyer which will focus on Service Management and where the Supplier will provide service reporting and status.	Redacted	
5	L1	Security Risk Management		
5.1.1	L3	<p>Should any component of the solution be Cloud hosted, the Supplier shall take steps to identify all security risks affecting the Buyer relating to the Supplier's service and create and maintain a register of all such risks. Such risk register must align with the key principles of the Buyer Risk Management Framework. Detailed information about all such risks must be reported to the Buyer on a schedule decided by the Buyer.</p> <p>This information in such risk register must include but not be limited to:</p> <ul style="list-style-type: none"> (a) details of the nature of each risk; (b) details of the source of each risk; (c) the owner of each risk; (d) a categorisation of each risk aligned with security controls that adhere to NCSC guidance; (e) an assessment of the severity of each risk to the Buyer; (f) remedial actions and time-scales that will be taken to mitigate each risk; (g) the status of such remedial actions; and (h) an assessment of the severity of the residual risk to the Buyer once remedial actions are complete. 		

5.1.2	L3	Should any component of the solution be Cloud hosted, the Supplier shall support the Buyer's analysis of reported security risks by providing additional information, as and when requested, including but not limited to: (a) information to inform the Buyer's current and residual risk analysis; and (b) information to help Buyer to assess the viability and cost of potential remedial actions. Such information must be complete and accurate.		
5.1.3	L3	Following the identification of any security risk affecting the Buyer relating to the Supplier's service, the Supplier shall inform the Buyer of such risk and proposed remedial actions. If agreed by the Buyer, the Supplier shall take steps to implement the resolution of the security risk in question.		
5.1.4	L3	The Supplier shall provide evidence to the Buyer on a scheduled basis which shall otherwise be a minimum of annually or when a severity 1 security incident has occurred whichever is sooner to demonstrate compliance to all security contractual obligations with which the Supplier must comply.		
5.1.5	L3	As and when a non-compliance is identified, the Supplier shall create a corrective action to address such non-compliance and send the corrective action to the Buyer for approval. Such corrective action must include but not be limited to: (a) actions to be taken to rectify the non-compliance; (b) timescales for such actions; and (c) owners of such actions.		
6	L1	Accessibility		
6.1.1	L3	The Supplier will ensure all graphical interfaces used to manage the new network infrastructure are WCAG 2.1 Compliant, or WCAG 2.0 compliant with evidence provided by the supplier together with a published roadmap to reach WCAG 2.1.		Redacted

7	L1	Dependencies from Comput- acenter		
7.1	L5	The Buyer shall ensure that sufficient power and cooling is present in each DC prior to Installation.		
7.2	L5	The Buyer shall allow Discovery data to be accessed off-site for analysis by the Supplier and the Suppliers 3rd party Vendor consultants throughout the project with the use of DWP laptops and possibly MacBooks where needed.		
7.3	L5	The Buyer shall provide access to accurate documentation and diagrams related to the legacy networks.		
7.4	L5	The Buyer shall provide read/write access to the existing datacentre network devices (including but not limited to CLI, GUI and API) to assist in Discovery, Prestaging and Migration activities.		
7.5	L5	The Buyer shall ensure each cabinet is provided with 2 power distribution units (PDUs), connected to diverse power feeds prior to Implementation.		
7.6	L5	The Buyer shall ensure there are sufficient spare physical interfaces in each legacy data centre network for interconnectivity with the new deployment to allow for migration		
7.7	L5	The Buyer shall provide technical resource to assist in any tasks that sit outside of the new datacentre network, such as configuration of the legacy environment to integrate with the new and changes required during migration activities		
7.8	L5	In order to enable the Supplier to use the available tooling (ZTP) to configure switches the Buyer should ensure the following are available prior to Implementation: a working DHCP Server with option 67 (boot file name) for Arista switches a working File Server to download script file a valid script file		
7.9	L5	The Buyer shall complete Vendor Training prior to Migrations taking to enable the Buyer to		

		support the environment following migrations		
7.10	L5	The Buyer shall provide access to their nominated engineering and project management resources to collaborate with the Supplier during the planning phase to share knowledge and minimise the risk of unviable project plans and to assist with internal communications		
7.11	L5	The Buyer shall formally provide the scope of the endpoints to be migrated at Contract Signature, including any timing constraints as to when the endpoints cannot or can be transitioned. This will be amended and agreed as the programme liaises with PDUs and the HHT Programme		
7.12	L5	The Buyer shall identify the owners of in-scope applications/services who have sufficient knowledge and information, will on request and without delay, support the Project Discovery, Design, Planning and Migration execution requirements		
7.13	L5	The Buyer shall be responsible for facilitating and managing the change approval process in a timely manner, coinciding with the project timescales.		
7.14	L5	The Buyer shall ensure that skilled resources are available to support the Migration Discovery process and attend workshops where required.		
7.15	L5	During Migration the Buyer Shall ensure that skilled resources will be available to support and test where required.		
7.16	L5	The Buyer shall be responsible for ensuring that there are no unscheduled change freezes during the Migration period that will adversely impact the migration run rate		
7.17	L5	The Buyer shall ensure no out of hours batch processing including transaction processing is running and no users are allowed to work on any system or		

		equipment that forms part of the migration during the agreed migration outage window. In addition the Business Continuity testing and remediation should be completed before migration starts		
7.18	L5	The Buyer shall be responsible for communicating the timescales, impact and possible disruption caused by the project to all internal departments and business areas, as well as any external Buyers		
7.19	L5	The Buyer shall ensure the necessary Governance and Controls will be defined during the Migration Design and Planning stage that will be applied during Migration. This is the Acceptance Into Service (AIS) process		
7.20	L5	A Go/No Go migration checkpoint and escalation process will be approved and implemented - the Buyer is responsible for ensuring the appropriate Buyer representation is available to support this process throughout Migration. Again this is part of AIS		
7.21	L5	The Buyers technical engineering contacts will be responsible for the failover of clustered services, where required, to minimise disruption and impact to live services throughout Migration.		
7.22	L5	The Buyer shall remediate any issues highlighted by the Supplier during Discovery prior to network installation.		
7.23	L5	The Buyer shall undertake any necessary Post Migration Testing and Management.		
7.24	L5	The Buyer shall provide an inventory of endpoint device to switch/switch port and port speed details to the supplier before the commencement of Migration Planning to assist with the planning.		

Level	Description		
L1	Key functions required, not obligations		
L2	Subsidiary functions required, not obligations		
L3	Outputs for L1 and L2, obligations on the supplier		
L4	How obligations are to be met by supplier		
L5	DWP obligations		



Crown
Commercial
Service

Core Terms

1 Definitions used in the contract

- 1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2 How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
 - create new Call-Off Schedules
 - exclude optional template Call-Off Schedules
 - use Special Terms in the Order Form to add or change terms
- 2.5 Each Call-Off Contract:
- is a separate Contract from the Framework Contract
 - is between a Supplier and a Buyer
 - includes Core Terms, Schedules and any other changes or items in the completed Order Form
 - survives the termination of the Framework Contract
- 2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
 - properly perform its own adequate checks
- 2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3 What needs to be delivered

3.1 All deliverables

- 3.1.1 The Supplier must provide Deliverables:
- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
 - to a professional standard
 - using reasonable skill and care
 - using Good Industry Practice
 - using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
 - on the dates agreed
 - that comply with Law
- 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4 Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
- exclude VAT, which is payable on provision of a valid VAT invoice
 - include all costs connected with the Supply of Deliverables
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
 - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
 - doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)

- 4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:
- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
 - enter into a direct agreement with the Subcontractor or third party for the relevant item
- 4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
- the relevant item being made available to the Supplier if required to provide the Deliverables
 - any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5 The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
 - the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
 - the Supplier is entitled to additional time needed to make the Delivery
 - the Supplier cannot suspend the ongoing supply of Deliverables
- 5.2 Clause 5.1 only applies if the Supplier:
- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
 - demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
 - mitigated the impact of the Authority Cause

6 Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.
- 6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.
- 6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.
- 6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- tell the Relevant Authority and give reasons
 - propose corrective action
 - provide a deadline for completing the corrective action
- 6.6 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
- the methodology of the review
 - the sampling techniques applied
 - details of any issues
 - any remedial action taken
- 6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7 Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- be appropriately trained and qualified
 - be vetted using Good Industry Practice and the Security Policy
 - comply with all conduct requirements when on the Buyer's Premises
- 7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8 Rights and protection

- 8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
 - each Contract is executed by its authorised representative
 - it is a legally valid and existing organisation incorporated in the place it was formed
 - there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
 - it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
 - it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
 - it is not impacted by an Insolvency Event
 - it will comply with each Call-Off Contract
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
 - non-payment by the Supplier of any tax or National Insurance
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9 Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- receive and use the Deliverables
 - make use of the deliverables provided by a Replacement Supplier
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
 - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10 Ending the contract

- 10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3 Ending the contract without a reason

- 10.3.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.
- 10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.4 When CCS or the buyer can end a contract

- 10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
- there's a Supplier Insolvency Event
 - there's a Contract Default that is not corrected in line with an accepted Rectification Plan
 - the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
 - there's any material default of the Contract
 - there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
 - there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
 - there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
 - there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
 - if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded

- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
 - the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them
- 10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.
- 10.4.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.
- 10.4.4 When the Relevant Authority receives a requested Rectification Plan it can either:
- reject the Rectification Plan or revised Rectification Plan, giving reasons
 - accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties
- 10.4.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
- must give reasonable grounds for its decision
 - may request that the Supplier provides a revised Rectification Plan within 5 Working Days
- 10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

- 10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.
- 10.5.3 Accumulated rights of the Parties are not affected.
- 10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.
- 10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- 10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- 10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

- 10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to

pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.8 Partially ending and suspending the contract

- 10.8.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.
- 10.8.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 10.8.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.8.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:
- reject the Variation
 - increase the Charges, except where the right to partial termination is under Clause 10.3
- 10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11 How much you can be held responsible for

- 11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

- 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form
- 11.3 No Party is liable to the other for:
- any indirect Losses
 - Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)
- 11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
 - its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
 - any liability that cannot be excluded or limited by Law
 - its obligation to pay the required Management Charge or Default Management Charge
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- Deductions
 - any items specified in Clause 11.5
- 11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

12 Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13 Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14 Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
 - restore the Government Data itself or using a third party
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
 - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
 - must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
 - securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
 - indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15 What you must keep confidential

- 15.1 Each Party must:
- keep all Confidential Information it receives confidential and secure
 - not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
 - immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information
- 15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure

- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 CCS or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
- if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16 When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

17 Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18 No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19 Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20 Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

21 Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22 Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23 Transferring responsibilities

- 23.1 The Supplier can not assign a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- their name
 - the scope of their appointment
 - the duration of their appointment

24 Changing the contract

- 24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties
- 24.2 The Supplier must provide an Impact Assessment either:
- with the Variation Form, where the Supplier requests the Variation
 - within the time limits included in a Variation Form requested by CCS or the Buyer
- 24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- agree that the Contract continues without the Variation
 - terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
 - refer the Dispute to be resolved using Clause 34 (Resolving Disputes)
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
 - of how it has affected the Supplier's costs
- 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25 How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26 Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
 - give the Indemnifier reasonable assistance with the claim if requested
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
 - the amount the Indemnifier paid the Beneficiary for the Claim

27 Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
- if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28 Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise

- any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29 Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

30 Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31 Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment

or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32 Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33 Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34 Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator,

the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35 Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.

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

4. Income Security

4.1 The Supplier shall:

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

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

5. Working Hours

5.1 The Supplier shall:

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

by individuals and by the Supplier Staff as a whole;

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

6. Sustainability

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

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

Call-Off Schedule 4 (Call Off Tender)

1. Schedule Purpose

- 1.1. This Call-Off Schedule 4 (Call-Off Tender) includes the Suppliers tender response to the Further Competition for the DWP's On-Premise Hosting (OPH) Network Refresh

2. Qualification, Technical and Commercial Envelope(s)

- 2.1. The Suppliers response to the Qualification, Technical and Commercial Questions are set out within the Commercial SharePoint folders and are included in the zip folder below.

Redacted

3. Clarifications

- 3.1. The Buyer and Supplier clarifications from the Further Competition are included in the embedded file below.

Redacted

4. Design

- 4.1 Following Contract signature, this Schedule will be updated via the Variation Process, to include full details of the Plan & Design associated to the OPH Network Refresh.

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

"Defect" any of the following:

- (a) any error, damage or defect in the manufacturing of a Deliverable; or
- (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
- (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; 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 IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

"Operating Environment" means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

- (a) the Deliverables are (or are to be) provided; or
- (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- (c) where any part of the Supplier System is situated

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

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

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

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

"Software Supporting Materials" has the meaning given to it in paragraph 9.1 of this Schedule;

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

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

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

2 When this Schedule should be used

- 2.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT services which are part of the Deliverables.

3 Buyer due diligence requirements

- 3.1 This paragraph 3 applies where the Buyer has conducted a Further Competition. 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 Deliverables;
 - 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 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 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 any interface requirements of the Buyer specified in this Contract 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, where specified by the Buyer as part of their Further Competition, and in accordance with agreed timescales, develop 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 undertaking a Further Competition, 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 grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
- 9.2.3 Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
- 9.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 9.2.3.2 only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
- 9.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5 The Supplier may terminate a licence granted under paragraph 9.2.2 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, running or security of the Specially Written Software, New IPRs or the Buyer System;

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

9.6.2.3 do not contain any material which would bring the Buyer into disrepute;

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

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

9.6.2.6 do not contain any Malicious Software.

9.6.3 Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs

and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

- 9.6.3.1 as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
- 9.6.3.2 include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7 Malicious Software

- 9.7.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
 - 9.7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 9.7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10 Supplier-Furnished Terms

10.1 Software Licence Terms

- 10.1.1.1 Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Annex A of this Call-Off Schedule 6.
- 10.1.1.2 Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Annex B of this Call-Off Schedule 6.

10.2 Software Support & Maintenance Terms

- 10.2.1.1 Additional terms for provision of Software Support & Maintenance Services are detailed in Annex C of this Call-Off Schedule 6.

10.3 Software as a Service Terms

- 10.3.1.1 Additional terms for provision of a Software as a Service solution are detailed in Annex D of this Call-Off Schedule 6.

10.4 Device as a Service Terms

10.4.1.1 Additional terms for provision of a Device as a Service solution are detailed in Annex E to this Call-Off Schedule 6;

10.4.1.2 Where Annex E is used the following Clauses of the Core Terms shall not apply to the provision of the Device as a Service solution:

Clause 8.7

Clause 10.2

Clause 10.3.2]

11 CUSTOMER PREMISES

11.1 Licence to occupy Customer Premises

11.1.1 Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call- Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract [and in accordance with Call-Off Schedule 10 (Exit Management)].

11.1.2 The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.

11.1.3 Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.

11.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

11.1.5 The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

11.2 Security of Buyer Premises

11.2.1 The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

11.2.2 The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

12 Buyer Property

- 12.1 Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.
- 12.2 The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.
- 12.3 The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.
- 12.4 The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.
- 12.5 The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.
- 12.6 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call- Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.
- 12.7 The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Buyer Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

13 Supplier Equipment

- 13.1 Unless otherwise stated in this Call Off Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 13.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 13.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.

- 13.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
- 13.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.
- 13.7 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
- 13.7.1 remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and
- 13.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

ANNEX A

Non-COTS Third Party Software Licensing Terms – **Not Applicable**

ANNEX B

COTS Licensing Terms – **Not Applicable**

ANNEX C

Software Support & Maintenance Terms – **Not Applicable**

ANNEX D

Software as a Service Terms – Cloud Vision

Redacted

Redacted

Redacted

Redacted

Annex E

Device as a Service Terms – **Not Applicable**

