



Department  
for Work &  
Pensions

**Digital Outcomes and Specialists 2 Framework Agreement**

**Call-Off Contract**

**Between**

**(1) The Department for Work and Pensions  
[THE BUYER]**

**and**

**(2) Apto Solutions Limited  
[THE SUPPLIER]**

**AGREEMENT  
relating to**

**DOS\_014  
Migration of CMS Correspondence Solution  
from Adobe Livecycle to AEM**

This Call-Off Contract for the Digital Outcomes and Specialists 2 Framework Agreement (RM1043iv) includes

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PART D – Charges

PART E – Baseline Personnel Security Standard

PART F – Offshoring Policy

Part G – Buyer Travel, Accommodation and Expense Policy

The Order Form (Part A), the Schedules (Part B) and the Terms and Conditions (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

- Buyer and Supplier details
- contract term
- Deliverables
- location
- warranties
- staffing needs
- staff vetting procedure
- notice period for termination
- standards required (including security requirements)
- charges, invoicing method, payment methods and payment terms
- additional Buyer terms and conditions
- insurances
- business continuity and disaster recovery
- security
- governance
- methodology
- Buyer and Supplier responsibilities

## Part A - Order Form

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043iv).

Buyer:	Department for Work and Pensions
Supplier:	Apto Solutions Limited
Call-Off Contract/Project Ref.:	DOS_014 Contract Ref: ecm_6291 Bravo Project Ref: 21742
Call-Off Contract title:	DOS_014: Migration of CMS Correspondence Solution from Adobe Livecycle to AEM
Call-Off Contract description:	Upgrade the Child Maintenance System (CMS) which uses Adobe Customer Correspondence Management (CCM) solution to generate letters, from Adobe Livecycle ES4 SP1 to AEM Forms 6.4.
<b>Call-Off Contract period</b>	
Start date:	17/12/2018
End date:	30/06/2019
Maximum Call-Off Contract Extension Period:	The maximum number of Working Days that the Call-Off Contract period can be extended by is 33
Latest Extension Period End Date:	The last date of the maximum Extension Period is 14/08/2019.
Notice period (prior to the initial Call-Off Contract period) to trigger Call-Off Contract Extension:	The Buyer will give the Supplier one month's notice prior to the initial Call-Off Contract end date.
Call-Off Contract value:	<p>The Buyer's maximum combined expenditure for all SoW's agreed under this proposed Call-Off Contract is <b>£96,125.00</b> exclusive of VAT. For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>the maximum contracted value of each SoW is set out within the '<b>Charging Method(s) for this Release</b>' section of each SoW under Schedule 3;</li> <li>this agreement places "no minimum commitment of spend" obligations on the Buyer;</li> <li>this agreement is non-exclusive and the Buyer reserves the right to procure equivalent of similar services via methods at its discretion.</li> </ul>
Charging method:	Different pricing models ranging from Fixed Price, T&M and Capped T&M may be used for SoW's as agreed by the Parties.
Notice period for termination for convenience:	The notice period to terminate this Call-Off Contract and Supplier Staff is in accordance with Paragraph 23.2 of Part C – Terms and conditions.
Purchase order No.:	Project will advise upon contract signature, each separate SoW will have an individual purchase order number for the Supplier to invoice against.

Initial SOW package:	DOS014_SoW-01
Project reference:	DOS_014 Bravo Project _21742
Buyer reference:	DOS_014 ecm_6291
Order date:	14/12/2018
Purchase order:	The Buyer will advise upon contract signature. Each SoW will have a separate purchase order number.
From: the Buyer	Department for Work and Pensions Commercial Directorate – Digital Category Caxton House 6-12 Tothill Street London SW1H 9NA  [REDACTED]
To: the supplier	Apto Solutions Limited Fourth Floor Pembroke House 15 Pembroke Road Clifton Bristol BS8 3BA  Company number: UK branch registration number 05156307
	Together: the “Parties”

Principle contact details		
For the Buyer:	Name:	[REDACTED]
	Title:	[REDACTED]
	Email:	[REDACTED]
	Phone:	[REDACTED]
For the supplier	Name:	[REDACTED]
	Title:	[REDACTED]
	Email:	[REDACTED]
	Phone:	[REDACTED]

Buyer contractual requirements	
Digital outcomes and specialists services required:	The Services to be provided by the Supplier under this Call-Off Contract are listed below.  Each Statement of Work will outline the relevant objective, scope and deliverables within Section 3.3.1, 3.3.2 and 3.3.3 of the Statement of Work.
Warranty period	90 days from the date of successful completion of integration testing.
Location:	The supplier will be able to perform most of the work remotely. There will be a requirement to attend ad hoc meetings and reviews from time to time. Also activities that involve joint working, for example supporting integration test and handover will require the supplier to attend a DWP office in Newcastle.

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Staff vetting procedures:	HMG Baseline Personnel Security Standard security clearance required for all onsite staff before they will be permitted to start work.
Standards:	<p>The Supplier will comply with all applicable Buyer standards, processes, policies, and procedures. The Buyer shall identify what standards, processes, policies and procedures are applicable from time to time and provide to the Supplier accordingly.</p> <p>The Supplier will comply with the following standards when applicable:</p> <p><b>HMG Cloud security principals -</b>  <a href="https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles">https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles</a></p> <p><b>HMG Government security classifications -</b>  <a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a></p> <p><b>HMG Security Policy Framework -</b>  <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a></p> <p><b>DWP Security Policies and standards -</b>  <a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</a></p>
Limit on supplier's liability:	In accordance with Paragraph 34 of this Call-Off Contract.
Insurance:	In accordance with Paragraph 10 of this Call-Off Contract.

Supplier's information		
Commercially sensitive information:		<p>The Supplier's methodologies, policies, processes, daily fee rates, pricing, charging mechanisms are confidential and commercially sensitive.</p> <p>All details relating to the Supplier's personnel including but not limited to, the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods, are confidential and commercially sensitive</p> <p>Any information relating to the Supplier's other Buyers that has been obtained as a result of the Services or as result of procuring the Services (including pre-contract references) is commercially sensitive information.</p> <p>The Supplier's IPR or where the Supplier has reasonably and formally instructed to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss.</p>
Subcontractors / Partners:		<p>There are no Subcontractors or Partners under this Call-Off Contract</p> <p>For the avoidance of doubt, in the context of this Call-Off Contract, "Subcontractors" shall not include individuals who are employees of the Supplier, and the Supplier shall be responsible for the acts and/or omissions of any Subcontractors and Supplier Staff as if they were the acts and/or omissions of the Supplier.</p>

Call-Off Contract Charges and payment	
The method of payment for the Call-Off Contract Charges (GPC or BACS)	BACS
Invoice details	Each Invoice shall reference the purchase order number, project reference and a breakdown of the charges being invoiced.
Who and where to send invoices to:	Invoices will be sent to  Department for Work and Pensions PO Box 406 SSCL Phoenix House Celtic Springs Business Park Newport NP10 8FZ Email: <a href="mailto:APinvoices-DWP-U@sscl.gse.gov.uk">APinvoices-DWP-U@sscl.gse.gov.uk</a>
Invoice information required – eg PO, project ref, etc.	All invoices must include as a minimum: <ul style="list-style-type: none"> <li>• The Charges for the consumed Services for the agreed charging period.</li> <li>• Buyer issued Purchase Order Number</li> <li>• Buyer contract reference number <b>ecm_6291</b>.</li> <li>• SoW reference in the format <b>DOS014-SoW-01</b></li> </ul> <p>In addition the Supplier will provide the Buyer's principal contact a detailed breakdown of the charges to accompany each monthly invoice that will allow validation of the charges by the Buyer.</p>
Invoice frequency	Monthly in arrears upon acceptance from the Buyer of valid submitted timesheets and any associated costs or the issue of an acceptance certificate in relation to associated milestone payments
Call-Off Contract value:	The maximum cumulative values of the SoW's that may be executed under this Call-Off Contract at the discretion of the Buyer shall be a <b>£96,125.00</b> (inclusive of expenses) exclusive of VAT. For the avoidance of doubt: <ul style="list-style-type: none"> <li>• the maximum contracted value of each SoW is set out within the '<b>Charging Method(s) for this Release</b>' section of each SoW under Schedule 3;</li> <li>• this agreement places "no minimum commitment of spend" obligations on the Buyer;</li> </ul> <p>This agreement is non-exclusive and the Buyer reserves the right to procure equivalent of similar services via methods at its discretion.</p>
Call-Off Contract Charges:	A combination of pricing methods agreed by the parties using the pre-agreed rate card shall be used in Part D (Charges). In addition, the Buyer and Supplier shall jointly work together in good faith to create resource estimates that consists of skills required, breakdowns of the estimated effort against each anticipated key activity and overall project duration as required.

#### Additional Buyer terms

Warranties, representations and acceptance criteria	The Supplier warrants and undertakes to the Buyer that: Apto Solutions's services will be of a professional quality conforming to generally accepted industry standards and practices. If Apto Solutions services do not meet this quality standard, your exclusive remedy and Apto Solutions's entire liability will be (i) the re-
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	<p>performance of the services, or (ii) if Apto Solutions cannot re-perform the services, recovery of the fees paid Apto Solutions for such services.</p> <p>The warranty above is exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose. In no event shall Apto Solutions be liable for loss of profits, revenue, data or data use, or for any indirect incidental, special or consequential damages incurred by you or any third party, even if Apto Solutions has been advised of the possibility of such damages. Apto solutions does not warrant the results of its services. Apto Solutions's total liability for damages arising from this statement of work shall in no event exceed the fees paid by you to Apto solutions for these services.</p> <p><b>Acceptance Criteria</b></p> <p>Deliverables shall be accepted by the Buyer when the Acceptance Criteria applicable to the Statement of Work have been achieved in accordance with the Buyers' Requirements as set out in Part B, Schedule 1 (Requirements).</p> <p>The General Acceptance Criteria under this Call-Off Contract are:</p> <ul style="list-style-type: none"> <li>• Resources perform to the expected accuracy and standard for the skill-set required;</li> <li>• Resources meet planned deliverables and any contractual obligations;</li> <li>• Where applicable; all facilities, infrastructure, hosting, software and connectivity perform to the required standard;</li> <li>• The Supplier pro-actively manages their resource by identifying issues early and in a timely fashion addressing any defects.</li> </ul> <p>Project specific Acceptance Criteria as set out in Schedule 3 (Statement of Work), paragraph 3.4.8 (Acceptance Criteria).</p>								
Supplemental requirements in addition to the call-off terms	<table border="1"> <thead> <tr> <th data-bbox="320 1238 608 1323">DOS Call-Off Contract Clause</th><th data-bbox="608 1238 1394 1323">Change</th></tr> </thead> <tbody> <tr> <td data-bbox="320 1323 608 1621">Definition "<b>HMG Baseline Personnel Security Standard</b>" is inserted at Part C, Clause 44:</td><td data-bbox="608 1323 1394 1621">This definition is inserted into the Call-Off Contract:  <b>HMG Baseline Personnel Security Standard:</b> the baseline personnel security standard as set out at <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/365602/HMG_Baseline_Personnel_Security_Standard.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/365602/HMG_Baseline_Personnel_Security_Standard.pdf</a>. A Guide for Suppliers has been prepared and is set out at Part E Baseline Personnel Security Standard of this Call-Off Contract.</td></tr> <tr> <td data-bbox="320 1621 608 1778">Definition "<b>Offshoring Policy</b>" is inserted at Part C, Clause 44:</td><td data-bbox="608 1621 1394 1778">This definition is inserted into the Call-Off Contract:  <b>Offshoring Policy:</b> the policy as set out at Part F – Offshoring Policy of this Call-Off Contract.</td></tr> <tr> <td data-bbox="320 1778 608 2018">Data Protection and Disclosure  Part C, Clause 14.11 is inserted:</td><td data-bbox="608 1778 1394 2018">This clause shall be inserted into the Call-Off Contract:  14.11 Notwithstanding this clause 14 the Supplier shall comply with the Buyer's Offshoring Policy. In the case of any conflict between this Call-Off Contract and the terms of the Offshoring Policy, the Supplier shall promptly notify the Buyer and the Parties shall discuss, and the Buyer shall agree, the appropriate requirements for the</td></tr> </tbody> </table>	DOS Call-Off Contract Clause	Change	Definition " <b>HMG Baseline Personnel Security Standard</b> " is inserted at Part C, Clause 44:	This definition is inserted into the Call-Off Contract:  <b>HMG Baseline Personnel Security Standard:</b> the baseline personnel security standard as set out at <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/365602/HMG_Baseline_Personnel_Security_Standard.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/365602/HMG_Baseline_Personnel_Security_Standard.pdf</a> . A Guide for Suppliers has been prepared and is set out at Part E Baseline Personnel Security Standard of this Call-Off Contract.	Definition " <b>Offshoring Policy</b> " is inserted at Part C, Clause 44:	This definition is inserted into the Call-Off Contract:  <b>Offshoring Policy:</b> the policy as set out at Part F – Offshoring Policy of this Call-Off Contract.	Data Protection and Disclosure  Part C, Clause 14.11 is inserted:	This clause shall be inserted into the Call-Off Contract:  14.11 Notwithstanding this clause 14 the Supplier shall comply with the Buyer's Offshoring Policy. In the case of any conflict between this Call-Off Contract and the terms of the Offshoring Policy, the Supplier shall promptly notify the Buyer and the Parties shall discuss, and the Buyer shall agree, the appropriate requirements for the
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		Supplier to satisfy its obligations under this clause 14.11.
	<p>Records and Audit Access</p> <p>Part C, Clause 17.2 is inserted:</p>	<p>This clause shall be inserted into the Call-Off Contract:</p> <p><b>17.2 Audit and National Audit Office</b></p> <p>17.2.1 The Supplier shall keep and maintain until six (6) years after the end of the Call-Off Contract period, or as long a period as may be agreed between the Parties, full and accurate records of the Call-Off Contract including the Services supplied under it, all expenditure reimbursed by the Buyer, and all payments made by the Buyer. The Supplier shall on request afford the Buyer or the Buyer's representatives such access to those records as may be requested by the Buyer in connection with the Call-Off Contract.</p>
		<p>17.2.2 The Supplier including its staff (and its agents) shall permit the Controller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Controller and Auditor General may reasonably require for the purpose of his financial audit of the Buyer and for carrying out examinations into the economy, efficiency and effectiveness with which the Buyer has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes. This clause does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under Section 6(3) (d) and (5) of the National Audit Act 1983.</p> <p>17.2.3 Except where an audit is imposed on the Buyer by a Regulatory Body, the Authority may at any time during the Call-Off Contract period and for a period of twelve (12) months after the Call- Off Contract Period, conduct an audit for the following purposes:</p> <ul style="list-style-type: none"> <li>a) to verify the accuracy of any charges that become due and payable by the Buyer to the Supplier in respect of the Services (and proposed or actual variations to them in accordance with the Call-Off Contract), or the costs of all suppliers used by the Supplier (including Sub-contractors) in the provision of Services;</li> <li>b) to review the integrity, confidentiality and security of the Buyer Data;</li> <li>c) to review the Supplier's compliance with the Data Protection Legislation, Freedom Of Information Act 2000 and other Law applicable to the Services;</li> <li>d) to review the Supplier's compliance with its obligations under this Call-Off Contract;</li> </ul>

		<p>e) to review any records created during the provision of the Services;</p> <p>f) to review any books of account kept by the Supplier in connection with the provision of the Services;</p>
		<p>g) to carry out the audit and certification of the Supplier's accounts;</p> <p>h) 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 Supplier has used its resources; and</p> <p>i) to verify the accuracy and completeness of any management information delivered or required by this Call-Off Contract.</p> <p>17.2.4 The Buyer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.</p> <p>17.2.5 Subject to the Buyer's obligations of confidentiality, the Supplier shall on demand provide the Buyer, the Controller and Auditor General and any relevant Regulatory Body (and/or their agents or representatives) with all reasonable co-operation, access and assistance in relation to each audit, including:</p> <p>a) all information requested within the permitted scope of the audit;</p> <p>b) reasonable access to any premises or sites controlled by the Supplier and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;</p> <p>c) access to the Supplier Staff;</p> <p>d) access to the Supplier Software and ICT environment</p>

		<p>17.2.6 The Buyer shall endeavour to (but is not obliged to) provide at least fifteen (15) calendar days' notice of its intention to conduct an audit.</p> <p>17.2.7 If an audit identifies that:</p> <ul style="list-style-type: none"> <li>a) the Supplier has committed a material Default capable of remedy, the Supplier shall correct such Default as soon as reasonably practicable and implement a remedial plan within a time limit specified by the Buyer;</li> <li>b) the Buyer has overpaid any charges that become due and payable by the Buyer to the Supplier in respect of the Services, the Supplier shall pay to the Buyer the amount overpaid within twenty (20) Working Days. The Buyer may deduct the relevant amount from the charges if the Supplier fails to make this payment; and</li> <li>c) the Buyer has underpaid any charges that become due and payable by the Buyer to the Supplier in respect of the Services, the Buyer shall pay to the Supplier the amount of the under-payment less the cost of audit incurred by the Buyer if this was due to a Default by the Supplier within twenty (20) Working Days.</li> </ul>
Records and Audit Access	<p>This clause shall be inserted into the Call-Off Contract:</p> <p>17.3 <b>Exceptional Audits</b></p> <p>17.3.1 The Supplier shall permit the Buyer and/or its appointed representative's access to conduct an audit (an "<b>Exceptional Audit</b>") of the Supplier in any of the following circumstances:</p> <ul style="list-style-type: none"> <li>a) actual or suspected impropriety or fraud;</li> <li>b) there are reasonable grounds to suspect that: <ul style="list-style-type: none"> <li>(i) the Supplier is in Default under the Call-Off Contract;</li> <li>(ii) the guarantor may be in default of the Guarantee;</li> <li>(iii) the Supplier is in financial distress or at risk of insolvency or bankruptcy, or any fact, circumstance or matter which is reasonably likely to cause the Supplier financial distress and result in a risk of the Supplier becoming insolvent or bankruptcy has occurred; or</li> </ul> </li> </ul>	
		<ul style="list-style-type: none"> <li>(iv) a breach of the Security Management Plan or Information Security Management System has occurred under the Call-Off Contract,</li> </ul> <p>(each an "<b>Exceptional Circumstance</b>")</p>

		<p>17.3.2 If the Buyer notifies the Supplier of an Exceptional Circumstance and that it wishes to conduct an Exceptional Audit, the Supplier shall provide access in accordance with clause 17.2.5 as soon as reasonably practicable after such request and in any event within forty eight (48) hours.</p>
Records and Audit Access	<p>This clause shall be inserted into the Call-Off Contract:</p> <p><b>17.4 Audit Costs</b></p> <p>17.4.1 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under clauses 17.1 to 17.3 unless an audit identifies a material Default by the Supplier in which case the Supplier shall reimburse:</p> <ul style="list-style-type: none"> <li>a) the Buyer for all the Buyer's identifiable, reasonable costs and expenses properly incurred in the course of the audit; and</li> <li>b) where the Authority, a Regulatory Body, or the Controller and Auditor General appoint another Contracting Body to conduct an audit under this clause, the Buyer shall be able to recover on demand from the Supplier the identifiable, reasonable and properly incurred costs and expenses of the relevant Contracting Body.</li> </ul>	
Part C, Clause 37.3 is inserted:	<p>This clause shall be inserted into the Call-Off Contract:</p> <p>37.3 If the Supplier, its staff or anyone acting on the Supplier's behalf engages in a Prohibited Act, the Buyer may:</p> <p>37.3.1 terminate the Call-Off Contract and recover from the Supplier the amount of any Loss suffered by the Buyer resulting from termination, including but not limited to the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Buyer throughout the remainder of the Call-Off Contract period; and</p> <p>37.3.2 recover in full from the Supplier any other Loss sustained in consequence of any default of this clause 37.</p>	
Part C, Clause 37.4 and 37.5 is inserted:	<p>These clauses shall be inserted into the Call-Off Contract:</p> <p>37.4 Notwithstanding clause 22 (Managing Disputes), any dispute relating to:</p> <ul style="list-style-type: none"> <li>a) the interpretation of clause 37; or</li> <li>b) the amount or value of any gift, consideration or commission,</li> </ul> <p>shall be determined by the Buyer, acting reasonably having given due consideration to all relevant factors, and its decision shall be final and conclusive.</p>	

		37.5 Any termination under clause 37. will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Buyer.
Buyer specific amendments to/refinements of the Call-Off Contract terms	Definition " <b>Regulatory Bodies</b> " is amended at Part C, Clause 44:	<b>Regulatory Bodies:</b> those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Call-Off Contract or any other affairs of the Buyer and "Regulatory Body" shall be construed accordingly.
	Prevention of Bribery and Corruption Part C, Clause 37.1 is amended:	Clause 37.1 is amended to read as follows:  37.1 The Supplier shall not, and shall ensure that any staff shall not, commit any Prohibited Act.
	Definition " <b>Buyer Data</b> " is inserted at Part C, Clause 44:	This definition shall apply for the purposes of the Call-Off Contract:  <b>Buyer Data:</b> the data, guidance, specifications, instructions, toolkits, plans, databases, patents, patterns, models, design, 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, and which are (i) supplied to the Supplier by or on behalf of the Buyer; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; and any Personal Data for which the Buyer is the Data Controller.
Specific terms:		

#### Governance

Both Parties shall attend a project governance meeting, the frequency of which is to be agreed by the Parties. These meetings shall

- Review of progress against the agreed project plan.
- track spend and discuss any work that could have a material impact on the budget, supplier resourcing.

The meeting shall be attended by as a minimum:

- Buyer Agile Delivery Manager
- Supplier Delivery Manager
- With the provision of further attendance by relevant members of the Buyer and Supplier teams.

#### Formation of Contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A), the Schedules (Part B) and the Call-Off Contract terms and conditions (Part C) and by signing below agree to be bound by this Call-Off Contract.

- 1.3 In accordance with the Further Competition procedure set out in Section 3 of the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the “call-off effective date”).
- 1.4 The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment of the terms and conditions set out in Part C. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

2. Background to the agreement

- A. The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043iv (the “Framework Agreement”).
- B. The Buyer served an Order Form for Services to the Supplier on the Order Date stated in the Order Form.

The parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

**SIGNED:**

	Supplier:	Buyer:
Name:		
Title:		
Signature:		
Date:		

## Part B - The Schedules

### Schedule 1 – Requirements

- The Buyer Requirements



DOS\_014 Digital  
Market Place.pdf



DOS\_014 - Request  
for Proposal v1.0.pdf

### Schedule 2 - Supplier's response

- The Supplier Response

[REDACTED]

### Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff

#### 3.1 SOW Details

<b>Date of SOW:</b>	17/12/2018
<b>SOW Reference:</b>	DOS_014-SoW01.
<b>Buyer:</b>	Department for Work and Pensions (DWP)
<b>Supplier:</b>	Apto Solutions Limited
<b>Release Type(s):</b>	Agile Delivery methodology via a series of sprints
<b>Phase(s) of Development:</b>	The project will consist of the following development phases:  Planning and Preparation Development System and Performance Test Integration test Go Live Support
<b>Release Completion Date:</b>	31/03/2018
<b>Duration of SOW</b>	145 Man Days over 133 Working Days (excluding weekends and bank holidays)
<b>Charging Method(s) for this Release:</b>	Services performed under this SoW will be charges on a Time and Materials (T&M) basis.  The total Charges (excluding VAT) for this SoW shall not exceed <b>£96,125.00</b> in total consisting of:  <b>[REDACTED]</b>

3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.



### 3.2 - Key Staff

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

#### 3.2.2 Table of Key Staff:

Name	Role
[REDACTED]	Technical Director
[REDACTED]	Technical Architect
[REDACTED]	Lead Consultant
[REDACTED]	Lead Consultant
[REDACTED]	Lead Developer
[REDACTED]	Developer
[REDACTED]	Developer

### 3.3 – Objective, Scope and Deliverables

#### 3.3.1 Objective

The Child Maintenance System (CMS) uses the Adobe Customer Correspondence Management (CCM) solution to generate letters. The CCM solution is currently built with Adobe Livecycle ES4 SP1. This version of software is now in extended support so DWP want to upgrade to AEM Forms 6.4.

The correspondence solution is used to generate letters that are sent to CMG customers. The Adobe CCM solution is used to maintain letter templates. When a letter is required the template is populated with data from the CMS Siebel case management system. Letters can either be editable or finalised. Editable letters are presented to a CMG caseworker for review and edit before being completed, approved and finalised. Once a letter is finalised it is converted to PDF-A. Both editable and finalised letters are stored in the CMS document management system which is Documentum.

The migrated solution will provide the same outcomes as the existing implementation. As part of the transition the DWP want to re-platform the solution. The objective of the re-platform is to simplify the deployment so that it can be deployed onto commodity hardware or public cloud.

#### 3.3.2 Scope and approach

The Supplier will deliver the requirements using an agile based approach. Project initiation would include the creation of a product backlog that covers the key areas of an AEM upgrade. The Supplier uses JIRA as their Agile tool but are happy to use any mutually agreed agile project management tool. The likely EPICs are:

- Architecture
- Installation of AEM
- Migration Templates and Letters
- Migration of Process Orchestrations
- Migration Custom Services
- Integrations to include authentication services, ESB's, Siebel and Documentum
- Build and Release Management
- Testing to cover acceptance testing criteria
- Go-Live Support

The backlogs are created prior to the initiation workshop by the Supplier, based on multiple previous upgrade projects. The workshop with the Buyer reviews the backlog and amends accordingly and prioritises the stories so the order of work is correct. This also includes the first Sprint Planning session. Subsequent daily standups, sprint reviews, retrospectives and plans, ensure strict risk management governance, project tracking and ultimately a successful outcome.

#### 3.3.3 Deliverables

The Supplier will deliver the following outcomes / activities under this SoW:

Item	Description
<b>Kick Off</b>	
1	Initial planning activities and workshops, to agree detail of the planned activities
<b>Architecture &amp; Integration Design &amp; Development</b>	
2	Confirm and agree architecture for availability/failover, integration requirements (LDAP, OAM, URL re-writing ESB, Siebel etc), approach for Letter migration.
3	Develop new Documentum connector, supporting 3 x methods
4	Integrate AEM with authentication services, Idap, ESB and Siebel (integration jsp)
<b>Installation and Configuration</b>	

	Install AEM6.x J2EE and CMEC customisations into ONE environment to agreed configuration using agreed build automation tools to provision the service.
<b>Migrations</b>	
	Migrate and fix-up all (circa 700) Letter templates – as a series of iterations, fix-up effort depends on outcome of Adobe response.
	Migrate and update LCA orchestrations and integration jsp.
	Migrate and update existing custom services jar and package for delivery.
	Implement and package CCM UI customisations
<b>Testing, Further Environment Installation &amp; Support</b>	
	Support system and integration testing of AEM platform and migrated Letters.
	Evaluate Letter rendering performance on CMEC AEM environment and identify and apply AEM tuning to optimise. Also define and execute Load testing of the AEM stack and CMEC services.
	Support CMEC installation of AEM into other environments.
	Provide knowledge transfer and handover to CMEC. Scope to be agreed during delivery.
	Define go-live strategy and plan for in-progress Letters, and support the go-live – expected to be a phased approach with parallel running of both ES4 and AEM.
	Provide all source code developed by the Supplier as part of the overall delivery project

### 3.4 - Call-Off Contract Charges

3.4.1. For each individual Statement of Work (SoW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin

3.4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SoW; and
- the total cost per role / facility

The Supplier will also provide a summary which is to include:

- Total value of this SoW
- Overall Call-Off Contract value
- Remainder of value under overall Call-Off Contract Charge

- Where: Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract value - sum of total value of all SoWs invoiced
- Whether there is any risk of exceeding Overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)

3.4.3 If a capped time and materials or fixed price has been agreed for a SoW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges.

#### **Assumptions and Key Considerations**

- The Buyer will provide a cloud hosted server environment for the installations as per the agreed sprint plan.
- The Supplier will install and configure AEM on the cloud servers, and deliver back to the Buyer the completed server – this assumes that AEM turn-key database and application software is used. If Websphere/Oracle are used, The Supplier would expect the Buyer to provision these on the instances as required.
- There will be multiple server environments – as a minimum development, test and production.
- The Supplier will be able to access a Documentum development environment to be used for development of the connector.
- The Buyer will provide suitably skilled personnel for all standups and sprint activities.
- The Buyer will provide suitably skilled personnel for all stories in planned sprints.

3.4.5 Any changes to the Supplier Staff should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SoW.

3.4.6 Multiple SoWs can operate concurrently.

3.4.7 The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request

#### **3.4.8 SOW Acceptance Criteria**

3.4.8.1 Supplementary to the general Acceptance Criteria set out in the Order Form. Acceptance of the Deliverables (paragraph 3.3) shall also be subject to the following Acceptance Criteria:

- The Acceptance criteria and Acceptance date will be detailed within the relevant user story documented [in a mutually agreed system for example JIRA that contain the document user stories with acceptance criteria for each one or its EPIC or Release as agreed in the Sprint Plan.]
- Both Parties shall attend a post phase / sprint review meeting to determine Buyer Acceptance of Deliverables. This can be done face to face or using mutually agreed virtual meeting technology.
- All completed Stories to be signed off by empowered Buyer staff.
- If the outcome of the review meeting is not Acceptance, the Buyer shall outline the further steps required to achieve successful completion of Deliverables, and ultimately, Acceptance.
- The Supplier will be required to rectify the failures at their own cost if due to Supplier cause.

### 3.5. - Call-Off Contract Extension Period

Where the Buyer has specified an Extension Period in the Order Form, the Parties agree that an Extension Period of up to 25% of the initial Call-Off Contract period can be added to the term of the Call-Off Contract, to accommodate any changes to the Deliverables, or delay in meeting the Buyer's requirements. The Buyer must give the Supplier the minimum notice specified in the Order Form that an Extension Period is required, set out how long the Extension Period is to be, and obtain prior written approval from the Supplier before applying any Extension Period to the Call-Off Contract period.

### Schedule 3.6. - Agreement of statement of works

BY SIGNING this SoW, the parties agree to be bound by the terms and conditions set out herein:

For and on behalf of the Supplier:

Name:	[REDACTED]
Title:	[REDACTED]
Date:	17/12/2018
Signature:	

For and on behalf of the departmental Buyer:

Name:	[REDACTED]
Title:	[REDACTED]
Date:	17/12/2018
Signature:	

Please note that this is the first SoW. If the value of the first SoW is lower than the overall Call-Off Contract value, and subsequent SoW(s) are required to ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier, with a copy sent to CCS for its records.

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

**Appendix 1 - Indicative Cost Profile**

[REDACTED]



#### Schedule 4 - Contract Change Notice (CCN)

Order Form reference for the Call-Off Contract being varied:

BETWEEN:

**Department for Work and Pensions ("the Buyer")**

and

**Apto Solutions Limited ("the Supplier")**

The Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:

***Guidance Note:***

***Insert full details of the change including:***

***Reason for the change;***

***Full Details of the proposed change;***

***Likely impact, if any, of the change on other aspects of the Call-Off Contract;***

- Words and expressions in this Contract Change Notice shall have the meanings given to them in the Call-Off Contract.
- The Call-Off Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

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

Signature:	
Date:	
Name:	
Address:	

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

Signature:	
Date:	
Name:	
Address:	

## Schedule 5 - Balanced Scorecard

# Balanced Scorecard

<p><b>KPI – Performance to Pay Process</b></p> <p>In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':</p> <ul style="list-style-type: none"> <li>*Accurate and complete timesheets in a timely manner;</li> <li>*Accurate and complete Acceptance Certificates in a timely manner;</li> <li>*Accurate and complete Supplier Reports in a timely manner;</li> <li>*Accurate and complete invoices in a timely manner</li> </ul> <p style="text-align: center;"><b>Measurement</b></p> <table style="width: 100%;"> <tr> <td style="width: 33%; background-color: #d4edda;">All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.</td> <td style="width: 33%; background-color: #fff3cd;">*Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed pay process.</td> <td style="width: 33%; background-color: #f8d7da;">*Inputs are later than 5 working days in the prescribed performance to pay process.</td> </tr> <tr> <td></td> <td style="background-color: #fff3cd;">*Inputs are incomplete or inaccurate.</td> <td style="background-color: #f8d7da;">*Inputs contain significant errors.</td> </tr> </table> <p style="text-align: center;">Source: Supplier Reports/ Invoices Owner: To be agreed</p>	All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.	*Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed pay process.	*Inputs are later than 5 working days in the prescribed performance to pay process.		*Inputs are incomplete or inaccurate.	*Inputs contain significant errors.	<div style="background-color: #003366; color: white; padding: 5px; margin-bottom: 10px;">Supplier Name</div> <div style="display: flex; flex-direction: column; align-items: center;"> <div style="margin-bottom: 10px;"> <div style="background-color: #003366; color: white; padding: 2px 5px; font-size: 8px;">Performance to Pay</div> </div> <div> <div style="background-color: #003366; color: white; padding: 2px 5px; font-size: 8px;">People - Resourcing</div> </div> </div> <div style="display: flex; flex-direction: column; align-items: center;"> <div style="margin-bottom: 10px;"> <div style="background-color: #003366; color: white; padding: 2px 5px; font-size: 8px;">Partnering</div> </div> <div> <div style="background-color: #003366; color: white; padding: 2px 5px; font-size: 8px;">People - Delivery</div> </div> </div>	<p><b>KPI – People (Resourcing)</b></p> <p>Successful recruitment and placement of key resources/ provision of facilities meets the planned deliverables and contractual obligations; the supplier pro-actively manages their resource skills/ state of facilities by identifying issues early and in a timely fashion addressing any deficits.</p> <p style="text-align: center;"><b>Measurement</b></p> <table style="width: 100%;"> <tr> <td style="width: 33%; background-color: #d4edda;">*Targets met for all resources/ facilities</td> <td style="width: 33%; background-color: #fff3cd;">*targets met for most (50%+) resources/ facilities through no fault of the Buyer;</td> <td style="width: 33%; background-color: #f8d7da;">*target missed for most resources/ facilities requested through no fault of the Buyer;</td> </tr> </table> <p style="text-align: center;">Source: Project Managers and Wider Buyer team's verification. Owner: To be agreed</p>	*Targets met for all resources/ facilities	*targets met for most (50%+) resources/ facilities through no fault of the Buyer;	*target missed for most resources/ facilities requested through no fault of the Buyer;												
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*Targets met for all resources/ facilities	*targets met for most (50%+) resources/ facilities through no fault of the Buyer;	*target missed for most resources/ facilities requested through no fault of the Buyer;																					
<p><b>KPI – Partnering Behaviour and Added Value</b></p> <p>*Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel/ facilities.</p> <p style="text-align: center;"><b>Measurement</b></p> <table style="width: 100%;"> <tr> <td style="width: 33%; background-color: #d4edda;">*No behavioural problems identified.</td> <td style="width: 33%; background-color: #fff3cd;">*Some minor behavioural problems.</td> <td style="width: 33%; background-color: #f8d7da;">*Significant behavioural problems</td> </tr> <tr> <td style="background-color: #d4edda;">*Buyer workshops attended and positive contributions made.</td> <td style="background-color: #fff3cd;">*Supplier only attends some workshops or provides minor contributions.</td> <td style="background-color: #f8d7da;">*Supplier contributions are rare or insignificant and shows little interest in working with other suppliers</td> </tr> <tr> <td style="background-color: #d4edda;">*Added Value recognised by the programme above provision of compensated skilled resource/ facilities</td> <td style="background-color: #fff3cd;">*Supplier adds some value above provision of compensated resources/ facilities but this is not regarded as significant.</td> <td style="background-color: #f8d7da;">*no added value contributions recognised by Programme.</td> </tr> </table> <p style="text-align: center;">Source: Collective feedback on suppliers from both Buyer and other supplier staff. Owner: To be agreed</p>	*No behavioural problems identified.	*Some minor behavioural problems.	*Significant behavioural problems	*Buyer workshops attended and positive contributions made.	*Supplier only attends some workshops or provides minor contributions.	*Supplier contributions are rare or insignificant and shows little interest in working with other suppliers	*Added Value recognised by the programme above provision of compensated skilled resource/ facilities	*Supplier adds some value above provision of compensated resources/ facilities but this is not regarded as significant.	*no added value contributions recognised by Programme.		<p><b>KPI – People in Place (Delivery)</b></p> <p>All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and/or all facilities are to the expected standard.</p> <p style="text-align: center;"><b>Measurement</b></p> <table style="width: 100%;"> <tr> <td style="width: 33%; background-color: #d4edda;">* No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required.</td> <td style="width: 33%; background-color: #fff3cd;">* Minor issues noted with quality of work/ standard of facilities</td> <td style="width: 33%; background-color: #f8d7da;">*Resource is swapped out from project due to deficiency in skill-set/ change of facility is required</td> </tr> <tr> <td style="background-color: #d4edda;">* No problems identified with quality of work/ state of facility</td> <td style="background-color: #fff3cd;">* Few contributions made within team.</td> <td style="background-color: #f8d7da;">*Persistent issues with quality of work/ facilities noted (maybe minor ones which have persisted from one month to another)</td> </tr> <tr> <td style="background-color: #d4edda;">* Supplier is making positive team contributions.</td> <td></td> <td style="background-color: #f8d7da;">*Significant issue with quality of work/ facility noted in a month.</td> </tr> <tr> <td style="background-color: #d4edda;">* Supplier skills/ facilities meet the standards expected.</td> <td></td> <td></td> </tr> </table> <p style="text-align: center;">Source: Project Manager and Wider Buyer team Owner: To be agreed</p>	* No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required.	* Minor issues noted with quality of work/ standard of facilities	*Resource is swapped out from project due to deficiency in skill-set/ change of facility is required	* No problems identified with quality of work/ state of facility	* Few contributions made within team.	*Persistent issues with quality of work/ facilities noted (maybe minor ones which have persisted from one month to another)	* Supplier is making positive team contributions.		*Significant issue with quality of work/ facility noted in a month.	* Supplier skills/ facilities meet the standards expected.		
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* Supplier skills/ facilities meet the standards expected.																							

The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against Key Performance Indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.

The recommended process for using the Balanced Scorecard is as follows:

1. The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
2. On an pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance.
3. Following the initial rating, both Parties meet to review the scores and agree an overall final score for each Key Performance Indicator.
4. Following agreement of final scores, the process is repeated as per the agreed schedule.

CCS encourages Buyers to share final scores with CCS, so that performance of the Framework Agreement can be monitored. This may be done by emailing scores to: [cloud\\_digital@crownccommercial.gov.uk](mailto:cloud_digital@crownccommercial.gov.uk).



**Schedule 6 - Optional Buyer terms and conditions**

NOT USED

**Schedule 7 - How Services are bought (Further Competition process)**

Services are bought under this Call-Off Contract using the Further Competition process set out in Section 3 of the Framework Agreement (How Services will be bought).

**Schedule 8 - Deed of guarantee**

**Not Used**

## Schedule 9 - Processing, Personal Data and Data Subjects

1. The Supplier shall only process personal data in accordance with the Buyers written instruction.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<p>In providing the outcomes, the Supplier does not have access to the Live Environment post upgrade and therefore does not have any direct access to Personal Data relating to the Buyer's customers.</p> <p>However, during the upgrade project, in instances where the Supplier requires information to perform testing that the Buyer has directed, this information is made available to the Supplier by the Buyer and may contain Personal Data (e.g. logs, screenshots). During the Project and post Project, the Supplier to resolve an Incident may require information to be made available by the Buyer, this may contain Personal Data.</p> <p>In addition to having access to Personal Data required to perform these tests or resolve Incidents, the Supplier retains contact details for the Buyer's employees and other suppliers. These are periodically updated as individuals change roles.</p>
Duration of the processing	<p>Where the Supplier requests additional information relating to an Incident, this information is made available by the Buyer via the agree access to the relevant customer correspondence management (CCM) environment, this may include Personal Data. If required, the Supplier may download the information (including any Personal Data) from the Live CCM environment to the Buyer Provisioned development and Test environments. Once the Incident is Resolved or the Incident is re-directed to another supplier and the Incident is not expected to return to the Supplier for further action, the Supplier erases the information (including any Personal Data) from the Buyer provisioned development and test environments subject to appropriate approvals and system access rights.</p> <p>Personal Data relating to the Buyer's employees and other suppliers are retained for as long as required</p>
Nature and purposes of the processing	<p>Incidents are raised by the Buyer's staff/suppliers during the course of the project and post live support, via the Suppliers project contacts or helpdesk. Tests are performed according to the agreed Project Plan.</p> <p>In order to Resolve Incidents, complete Tests for acceptance relating to the CCM, the Supplier may request relevant information to assist them in resolving the Incident.</p> <p>Such information (which may include Personal Data relating to the Buyer's customers) is made available to the Supplier by the Buyer. The Supplier may download this information (including any Personal Data) to the Buyer's development or Test environment only..</p> <p>Once the Incident is Resolved or the Test is complete, the Supplier shall erase the information (including any Personal Data) from the Buyer provisioned development and test environments subject to appropriate approvals and system access rights.</p>

	Regarding contact details for the Buyer's employees and other suppliers, the Supplier may collect, store and use this Personal Data in order to maintain a directory of valid business contacts to assist effective communication as part of business as usual operations.
Type of Personal Data	<p>For incident resolution and Project Upgrade Tests</p> <p>Personal Data relating to the Buyer's customers may include but is not limited to customer name, NINO, date of birth, home address, telephone details, email address, details of benefit claims, pensions, customer health related information, payment details, bank account details etc.</p> <p>Personal Data relating to the Buyer's employees and supplier contacts may include but is not limited to name, job title, telephone details, email address etc.</p> <p>Personal Data related to Supplier employees and supplier may include but is not limited to Supplier employees' profiles, personal information supplied to the Buyer for on-boarding of Supplier resources, etc.</p>
Categories of Data Subject	<p>The Buyer's customers</p> <p>The Buyer's employees</p> <p>Other Buyer suppliers</p> <p>Supplier employees</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Personal Data relating to the Buyer's employees and suppliers will be securely disposed of on completion of the Call-Off Contract term including any agreed Extension Period.</p> <p>Personal Data related to Supplier employees and suppliers will also be securely disposed on completion of the Contract term including any agreed Extension Period.</p>

## **Part C – Terms and conditions**

### **1. Call-Off Contract start date, length and methodology**

1.1 The Supplier will start providing the Services in accordance with the dates specified in any Statement of Work (SoW).

1.2 Completion dates for Deliverables will be set out in any SoW.

1.3 Unless the Call-Off Contract period has been increased in accordance with Clause 1.4 or decreased in accordance with Clause 1.5, the term of the Call-Off Contract will end when the first of these occurs:

- the Call-Off Contract period End Date listed in the Order Form is reached
- the final Deliverable, specified in the final SoW, is completed

1.4 The Buyer can extend the term of the Call-Off Contract by amending the Call-Off Contract End Date where:

- an Extension Period was specified in the Order Form
- written notice was given to the Supplier before the expiry of the notice period set out in the Order Form. The notice must state that the Call-Off Contract term will be extended, and must specify the number of whole days of the extension.

After this, the term of the Call-Off Contract will end on the last day of the Extension Period listed in the notice (the “Extension Period End Date”).

1.5 If the Call-Off Contract is terminated early, either during the initial Call-Off Contract period, or during any Extension Period, the term of the Call-Off Contract will end on the termination date.

1.6 The Supplier will plan on using an agile process, starting with user needs. The methodology will be outlined in the SoW. Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to best meet user needs. Projects may need a combination of both waterfall and agile methods, playing to their respective strengths.

### **2. Supplier Staff**

2.1 The Supplier Staff will:

- fulfil all reasonable requests of the Buyer
- apply all due skill, care and diligence to the provisions of the Services
- be appropriately experienced, qualified and trained to supply the Services
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary vetting procedures specified by the Buyer

2.2 The Supplier will ensure that Key Staff are assigned to provide the Services for their Working Days (agreed between Supplier and Buyer) and are not removed from the Services during the dates specified in the relevant SoW.

2.3 The Supplier will promptly replace any Key Staff that the Buyer considers unsatisfactory at no extra charge. The Supplier will promptly replace anyone who resigns with someone who is acceptable to the Buyer. If the Supplier cannot provide an acceptable replacement, the Buyer may terminate the Call-Off Contract subject to clause 23.

2.4 Supplier Staff will comply with Buyer requirements for the conduct of staff when on Buyer’s premises.

2.5 The Supplier will comply with the Buyer’s staff vetting procedures for all or part of the Supplier Staff.

2.6 The Supplier will, on request, provide a copy of the contract of employment or engagement (between the Supplier and the Supplier Staff) for every member of Supplier Staff made available to the Buyer.

### **3. Swap-out**

3.1 Supplier Staff providing the Services may only be swapped out with the prior approval of the Buyer.

### **4. Staff vetting procedures**

4.1 All Supplier Staff will need to be cleared to the level determined by the Buyer prior to the commencement of work.

4.2 The Buyer may stipulate differing clearance levels for different roles during the Call-Off Contract period.

4.3 The Supplier will ensure that it complies with any additional staff vetting procedures requested by the Buyer.

### **5. Due diligence**

5.1 Both parties acknowledge that information will be needed to provide the Services throughout the term of the Call-Off Contract and not just during the Further Competition process. Both parties agree to share such information freely.

5.2 Further to Clause 5.1, both Parties agree that when entering into a Call-Off Contract, they:

5.2.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.2.2 are confident that they can fulfil their obligations according to the terms of the Call-Off Contract

5.2.3 have raised all due diligence questions before signing the Call-Off Contract

5.2.4 have entered into the Call-Off Contract relying on its own due diligence

### **6. Warranties, representations and acceptance criteria**

6.1 The Supplier will use the best applicable and available techniques and standards and will perform the Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice.

6.2 The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services.

6.3 The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form.

6.4 The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier.

6.5 The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform the Call-Off Contract.

### **7. Business continuity and disaster recovery**

7.1 If required by the Buyer, the Supplier will ensure a disaster recovery approach is captured in a clear disaster recovery plan. All Supplier Staff must also adhere to the Buyer's business continuity and disaster recovery procedure as required in the delivery of the Services for this project.

### **8. Payment terms and VAT**

8.1 The Buyer will pay the Supplier within 30 days of receipt of a valid invoice submitted in accordance with the Call-Off Contract.

8.2 The Supplier will ensure that each invoice contains the information specified by the Buyer in the Order Form.

8.3 The Call-Off Contract Charges are deemed to include all Charges for payment processing. All invoices submitted to the Buyer for the Services shall be exclusive of any Management Charge.

8.4 All payments under the Call-Off Contract are inclusive of VAT.

## **9. Recovery of sums due and right of set-off**

9.1 If a Supplier owes money to the Buyer or any Crown body, the Buyer may deduct that sum from the total due to the Supplier.

## **10. Insurance**

The Supplier will maintain the insurances required by the Buyer including those set out in this Clause.

### **10.1 Subcontractors**

10.1.1 The Supplier will ensure that, during the Call-Off Contract, Subcontractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £5,000,000.

### **10.2 Agents and professional consultants**

10.2.1 The Supplier will also ensure that all agents and professional consultants involved in the supply of Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the termination or expiry date to the Call-Off Contract to which the insurance relates.

### **10.3 Additional or extended insurance**

10.3.1 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing insurance policies procured under the Framework Agreement.

10.3.2 The Supplier will provide CCS and the Buyer, the following evidence that they have complied with Clause 10.3.1 above:

- a broker's verification of insurance; or
- receipts in respect of the insurance premium; or
- other satisfactory evidence of payment of the latest premiums due.

### **10.4 Supplier liabilities**

10.4.1 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or the Call-Off Contract.

10.4.2 Without limiting the other provisions of the Call-Off Contract, the Supplier will:

- take all risk control measures relating to the Services as it would be reasonable to expect of a contractor acting in accordance with Good Industry Practice, including the investigation and reports of claims to insurers;
- promptly notify the insurers in writing of any relevant material fact under any insurances of which the Supplier is, or becomes, aware; and
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of placing cover representing any of the insurance to which it is a Party.

10.4.3 The Supplier will not do or omit to do anything, which would entitle any insurer to refuse to pay any claim under any of the insurances.



## 10.5 Indemnity to principals

10.5.1 Where specifically outlined in the Call-Off Contract, the Supplier will ensure that the third-party public and products liability policy will contain an 'indemnity to principals' clause under which the Buyer will be compensated for both of the following claims against the Buyer:

- death or bodily injury; and
- third-party Property damage arising from connection with the Services and for which the Supplier is legally liable.

## 10.6 Cancelled, suspended, terminated or un-renewed policies

10.6.1 The Supplier will notify CCS and any Buyers as soon as possible if the Supplier becomes aware that any of the insurance policies have been, or are due to be, cancelled, suspended, terminated or not renewed.

## 10.7 Premium, excess and deductible payments

10.7.1 Where any insurance requires payment of a premium, the Supplier will:

- be liable for the premium; and
- pay such premium promptly.

10.7.2 Where any insurance is subject to an excess or deductible below the Supplier will be liable for it. The Supplier will not be entitled to recover any sum paid for insurance excess or any deductible from CCS or the Buyer.

## 11. Confidentiality

11.1 Except where disclosure is clearly permitted by the Call-Off Contract, neither Party will disclose the other Party's Confidential Information without the relevant Party's prior written consent.

11.2 Disclosure of Confidential Information is permitted where information:

- must be disclosed to comply with legal obligations placed on the Party making the disclosure
- belongs to the Party making the disclosure (who is not under any obligation of confidentiality) before its disclosure by the information owner
- was obtained from a third party who is not under any obligation of confidentiality, before receiving it from the disclosing Party
- is, or becomes, public knowledge, other than by breach of this Clause or the Call-Off Contract
- is independently developed without access to the other Party's Confidential Information
- is disclosed to obtain confidential legal professional advice.

11.3 The Buyer may disclose the Supplier's Confidential Information:

- to any central government body on the basis that the information may only be further disclosed to central government bodies;
- to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;
- if the Buyer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
- on a confidential basis to exercise its rights or comply with its obligations under the Call-Off Contract; or
- to a proposed transferee, assignee or novatee of, or successor in title to, the Buyer.

11.4 References to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing the same terms as those placed on the Buyer under this Clause.

11.5 The Supplier may only disclose the Buyer's Confidential Information to Supplier Staff who are directly involved in the provision of the Services and who need to know the information to provide the Services. The Supplier will ensure that its Supplier Staff will comply with these obligations.

11.6 Either Party may use techniques, ideas or knowledge gained during the Call-Off Contract unless the use of these things results in them disclosing the other Party's Confidential Information where such disclosure is not permitted by the Framework Agreement, or is an infringement of Intellectual Property Rights.

11.7 Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) may be published by CCS and may be shared with other Buyers. Where Confidential Information is shared with other Buyers, CCS will notify the recipient of the information that its contents are confidential.

## **12. Conflict of Interest**

12.1 The Supplier will take all appropriate steps to ensure that Supplier Staff are not in a position where there is or may be an actual conflict between the financial or personal interests of the Supplier Staff and another Supplier where both are providing the Services to the Buyer under any Call-Off Contract in accordance with the Framework Agreement.

12.2 Any breach of this Clause will be deemed to be a Material Breach.

12.3 A conflict of interest may arise in situations including where a member of the Supplier Staff:

- is related to someone in another Supplier team who both form part of the same team performing the Services under the Framework Agreement;
- has a business interest in another Supplier who is part of the same team performing the Services under the Framework Agreement;
- is providing, or has provided, Services to the Buyer for the discovery phase; or
- has been provided with, or had access to, information which would give the Supplier or an affiliated company an unfair advantage in a Further Competition procedure.

12.4 Where the Supplier identifies a risk of a conflict or potential conflict, they will (before starting work under the Call-Off Contract, unless otherwise agreed with the Buyer) inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible. On receiving this notification, the Buyer will, at its sole discretion, notify the Supplier if the mitigation arrangements are acceptable or whether the risk or conflict remains a Material Breach.

## **13. Intellectual Property Rights**

13.1 Unless otherwise specified in the Call-Off Contract:

- the Buyer will not have any right to the Intellectual Property Rights (IPRs) of the Supplier or its licensors, including the Supplier Background IPRs and any IPRs in the Supplier Software.
- the Crown may publish any Deliverable that is software as open source.
- the Supplier will not, without prior written approval from the Buyer, include any Supplier Background IPR or third party IPR in any Deliverable in such a way to prevent its publication;
- and failure to seek prior approval gives the Buyer right and freedom to use all Deliverables.
- the Supplier will not have any right to the Intellectual Property Rights of the Buyer or its licensors, including:
  - the Buyer Background IPRs;
  - the Project-Specific IPRs;
  - IPRs in the Buyer Data.

13.2 Where either Party acquires, by operation of Law, right to IPRs that is inconsistent with the allocation of rights set out above, it will assign in writing such IPRs as it has acquired to the other Party on the request of the other Party (whenever the request is made).

13.3 Except where necessary for the performance of the Call-Off Contract (and only where the Buyer has given its prior approval), the Supplier will not use or disclose any of the Buyer Background IPRs, Buyer Data or the Project-Specific IPRs to or for the benefit of any third party.

13.4 The Supplier will not include any Supplier Background IPRs or third-party IPRs in any release or Deliverable that is to be assigned to the Buyer under the Call-Off Contract, without approval from the Buyer.

13.5 The Supplier will grant the Buyer (and any replacement Supplier) a perpetual, transferable, sub-licensable, non-exclusive, royalty-free licence to copy, modify, disclose and use the Supplier Background IPRs for any purpose connected with the receipt of the Services that is additional to the rights granted to the Buyer under the Call-Off Contract and to enable the Buyer:

- to receive the Services;
- to make use of the Services provided by the replacement Supplier; and
- to use any Deliverables.

13.6 The Buyer grants the Supplier a non-exclusive, non-assignable, royalty-free licence to use the Buyer Background IPRs, the Buyer Data and the Project-Specific IPRs during the term of the Call-Off Contract for the sole purpose of enabling the Supplier to provide the Services.

13.7 The Buyer gives no warranty as to the suitability of any IPRs licensed to the Supplier hereunder. Any such licence:

- may include the right to grant sub-licences to Subcontractors engaged in providing any of the Services (or part thereof) provided that any such Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as in clause 11 (Confidentiality) and that any such subcontracts will be non-transferable and personal to the relevant Subcontractor; and
- is granted solely to the extent necessary for the provision of the Services in accordance with the Call-Off Contract. The Supplier will ensure that the Subcontractors do not use the licensed materials for any other purpose.

13.8 At the end of the term of the Call-Off Contract, the Buyer grants to the Supplier a licence to use the Project-Specific IPRs (excluding any information which is the Buyer's Confidential Information or which is subject to the Data Protection Legislation) on the terms of the Open Government Licence v3.0.

13.9 Subject to the above Clause, the Supplier will ensure that no unlicensed software or open source software (other than the open source software specified by the Buyer) is interfaced with or embedded within any Buyer Software or Deliverable.

13.10 Before using any third-party IPRs related to the supply of the Services, the Supplier will submit to the Buyer for approval, all details of any third-party IPRs the Buyer requests.

13.11 Where the Supplier is granted permission to use third-party IPRs in a request for approval, the Supplier will ensure that the owner of such third-party IPRs grants to the Buyer a licence on the terms informed to the Buyer in the request for approval.

13.12 If the third-party IPR is made available on terms equivalent to the Open Government Licence v3.0, the request for approval will be agreed and the Supplier will buy licences under these terms. If not, and the Buyer rejects the Request for Approval, then the Call-Off Contract will need to be varied in accordance with Clause 30 'Changes to Services'.

13.13 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all losses which it may incur at any time as a result of any claim (whether actual alleged asserted and/or substantiated and including third party claims) that the rights granted to the Buyer in accordance with the Call-Off Contract or the performance by the Supplier of the provision of the Services or the possession or use by the Buyer of the Services or Deliverables delivered by the Supplier, including the publication of any Deliverable that is software as open source, infringes or allegedly infringes a third party's Intellectual Property Rights (an 'IPR Claim').

13.14 Clause 13.13 will not apply if the IPR Claim arises from:

- designs supplied by the Buyer;
- the use of data supplied by the Buyer which is not required to be verified by the Supplier under any provision of the Call-Off Contract; or
- other material provided by the Buyer necessary for the provision of the Services.

13.15 The indemnity given in Clause 13.13 will be uncapped.

13.16 The Buyer will notify the Supplier in writing of the IPR Claim made against the Buyer and the Buyer will not make any admissions which may be prejudicial to the defence or settlement of the IPR Claim. The

Supplier will at its own expense conduct all negotiations and any litigation arising in connection with the IPR Claim provided always that the Supplier:

- consults the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;
- takes due and proper account of the interests of the Buyer;
- considers and defends the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and
- does not settle or compromise the IPR Claim without the prior approval of the Buyer (such decision not to be unreasonably withheld or delayed).

13.17 If an IPR Claim is made (or in the reasonable opinion of the Supplier is likely to be made) in connection with the Call-Off Contract, the Supplier will, at the Supplier's own expense and subject to the prompt approval of the Buyer, use its best endeavours to:

- modify the relevant part of the Services or Deliverables without reducing their functionality or performance, or substitute Services or Deliverables of equivalent functionality or performance, to avoid the infringement or the alleged infringement, provided that there is no additional cost or burden to the Buyer;
- buy a licence to use and supply the Services or Deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Buyer; and
- promptly perform any responsibilities and obligations to do with the Call-Off Contract.

13.18 If an IPR Claim is made (or in the reasonable opinion of the Supplier is likely to be made) against the Supplier, the Supplier will immediately notify the Buyer in writing.

13.19 If the Supplier does not comply with provisions of this Clause within 20 Working Days of receipt of notification by the Supplier from the Buyer under clause 13.16 or receipt of the notification by the Buyer from the Supplier under clause 13.18 (as appropriate), the Buyer may terminate the Call-Off Contract for Material Breach and the Supplier will, on demand, refund the Buyer with all monies paid for the Service or Deliverable that is subject to the IPR Claim.

13.20 The Supplier will have no rights to use any of the Buyer's names, logos or trademarks without the Buyer's prior written approval.

13.21 The Supplier will, as an enduring obligation throughout the term of the Call-Off Contract where any software is used in the provision of the Services or information uploaded, interfaced or exchanged with the CCS or Buyer systems, use software and the most up-to-date antivirus definitions from an industry-accepted antivirus software vendor. It will use the software to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between CCS or the Buyer, and the Supplier).

13.22 If Malicious Software is found, the Supplier will co-operate with the Buyer to reduce the effect of the Malicious Software. If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will use all reasonable endeavours to help the Buyer to mitigate any losses and restore the provision of the Services to the desired operating efficiency as soon as possible.

13.23 Any costs arising from the actions of the Buyer or Supplier taken in compliance with the provisions of the above clause, and clause 20.3, will be dealt with by the Buyer and the Supplier as follows:

- by the Supplier, where the Malicious Software originates from the Supplier Software or the Buyer Data while the Buyer 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.
- by the Buyer if the Malicious Software originates from the Buyer Software or the Buyer Data, while the Buyer Data was under the control of the Buyer.

13.24 All Deliverables that are software shall be created in a format, or able to be converted into a format, which is suitable for publication by the Buyer as open source software, unless otherwise agreed by the Buyer.

13.25 Where Deliverables that are software are written in a format that requires conversion before publication as open source software, the Supplier shall also provide the converted format to the Authority unless the Authority agrees in advance in writing that the converted format is not required.

#### **14. Data Protection and Disclosure**

14.1 The Parties will comply with the Data Protection Legislation and agree that the Buyer is the Controller and the Supplier is the Processor. The only processing the Supplier is authorised to do is listed at Schedule 9 unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional processing if permitted by Law).

14.2 The Supplier will provide all reasonable assistance to the Buyer to prepare any Data Protection Impact Assessment before commencing any processing (including provision of detailed information and assessments in relation to processing operations, risks and measures) and must notify the Buyer immediately if it considers that the Buyer's instructions infringe the Data Protection Legislation.

14.3 The Supplier must have in place Protective Measures, which have been reviewed and approved by the Buyer as appropriate, to guard against a Data Loss Event, which take into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.

14.4 The Supplier will ensure that the Supplier Personnel only process Personal Data in accordance with this Call-Off Contract and take all reasonable steps to ensure the reliability and integrity of Supplier Personnel with access to Personal Data, including by ensuring they:

- i) are aware of and comply with the Supplier's obligations under this Clause;
- ii) are subject to appropriate confidentiality undertakings with the Supplier or relevant Subprocessor
- iii) are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Buyer or in accordance with this Call-Off Contract
- iv) are given training in the use, protection and handling of Personal Data

14.5 The Supplier will not transfer Personal Data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and the following conditions are met:

- i) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Buyer;
- ii) the Data Subject has enforceable rights and effective legal remedies;
- iii) the Supplier 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 Buyer in meeting its obligations); and
- iv) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data

14.6 The Supplier will delete or return the Buyer's Personal Data (including copies) if requested in writing by the Buyer at the termination or expiry of this Call-Off Contract, unless required to retain the Personal Data by Law.

14.7 The Supplier will notify the Buyer immediately if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide the Buyer with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation in accordance with any timescales reasonably required by the Buyer.

14.8 The Supplier will maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- i) the Buyer determines that the processing is not occasional;
- ii) the Buyer 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; and

- iii) the Buyer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

14.9 Before allowing any Subprocessor to process any Personal Data related to this Call-Off Contract, the Supplier must obtain the prior written consent of the Buyer, and shall remain fully liable for the acts and omissions of any Subprocessor.

14.10 The Buyer may amend this Call-Off Contract on not less than 30 Working Days' notice to the Supplier to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## **15. Buyer Data**

15.1 The Supplier will not remove any proprietary notices relating to the Buyer Data.

15.2 The Supplier will not store or use Buyer Data except where necessary to fulfill its obligations.

15.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested and in the format specified by the Buyer.

15.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

15.5 The Supplier will ensure that any system which holds any Buyer Data complies with the security requirements prescribed by the Buyer.

15.6 The Supplier will ensure that any system on which the Supplier holds any protectively marked Buyer Data will be accredited as specific to the Buyer and will comply with:

- the government security policy framework and information assurance policy;
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and
- the relevant government information assurance standard(s).

15.7 Where the duration of the Call-Off Contract exceeds one year, the Supplier will review the accreditation status at least once a year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Buyer Data. If any changes have occurred, the Supplier will re-submit such system for accreditation.

15.8 If at any time the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will at its own cost comply with any remedial action proposed by the Buyer.

15.9 The Supplier will provide, at the request of CCS or the Buyer, any information relating to the Supplier's compliance with its obligations under the Data Protection Legislation. The Supplier will also ensure that it does not knowingly or negligently fail to do something that places CCS or any Buyer in breach of its obligations of the Data Protection Legislation. This is an absolute obligation and is not qualified by any other provision of the Call-Off Contract.

15.10 The Supplier agrees to use the appropriate organisational, operational and technological processes and procedures to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

## **16. Document and source code management repository**

16.1 The Supplier will comply with any reasonable instructions given by the Buyer as to where it will store documents and source code, both finished and in progress, during the term of the Call-Off Contract.

16.2 The Supplier will ensure that all items that are uploaded to any repository contain sufficient detail, code annotations and instructions so that a third-party developer with the relevant technical abilities within the

applicable role would be able to understand how the item was created and how it works together with the other items in the repository within a reasonable timeframe.

## **17. Records and audit access**

17.1 The Supplier will allow CCS (and CCS's external auditor) to access its information and conduct audits of the Services provided under the Call-Off Contract and the provision of Management Information (subject to reasonable and appropriate confidentiality undertakings).

## **18. Freedom of Information (FOI) requests**

18.1 The Supplier will transfer any Request for Information to the Buyer within 2 Working Days of receipt.

18.2 The Supplier will provide all necessary help reasonably requested by the Buyer to enable the Buyer to respond to the Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act or Regulation 5 of the Environmental Information Regulations.

18.3 To the extent it is permissible and reasonably practical for it to do so, CCS will make reasonable efforts to notify the Supplier when it receives a relevant FOIA or EIR request so that the Supplier may make appropriate representations.

## **19. Standards and quality**

19.1 The Supplier will comply with any standards in the Call-Off Contract and Section 4 (How Services will be delivered) of the Framework Agreement, and with Good Industry Practice.

## **20. Security**

20.1 If requested to do so by the Buyer, the Supplier will, within 5 Working Days of the date of the Call-Off Contract, develop, obtain Buyer's approval of, maintain and observe a Security Management Plan and an Information Security Management System (ISMS) which, after Buyer approval, will apply during the term of the Call-Off Contract. Both the ISMS and the Security Management Plan will comply with the security policy of the Buyer and protect all aspects of the Services, and all processes associated with the delivery of the Services.

20.2 The Supplier will use software and the most up-to-date antivirus definitions available from an industry accepted antivirus software vendor to minimise the impact of Malicious Software.

20.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will help the Buyer to mitigate any losses and will restore the Services to their desired operating efficiency as soon as possible.

20.4 The Supplier will immediately notify CCS of any breach of security in relation to CCS's Confidential Information (and the Buyer in relation to any breach regarding Buyer Confidential Information). The Supplier will recover such CCS and Buyer Confidential Information however it may be recorded.

20.5 Any system development by the Supplier must also comply with the government's '10 Steps to Cyber Security' guidance, as amended from time to time and currently available at: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

20.6 The Buyer will specify any security requirements for this project in the Order Form.

## **21. Incorporation of terms**

21.1 Upon the execution of a Statement of Work (SoW), the terms and conditions agreed in the SoW will be incorporated into the Call-Off Contract that the terms of the SoW are agreed under.

## **22. Managing disputes**

22.1 When either Party notifies the other of a dispute, both Parties will attempt in good faith to negotiate a settlement as soon as possible.

22.2 Nothing in this prevents a Party from seeking any interim order restraining the other Party from doing any act or compelling the other Party to do any act.

22.3 If the dispute cannot be resolved, either Party will be entitled to refer it to mediation in accordance with the procedures below, unless:

- the Buyer considers that the dispute is not suitable for resolution by mediation;
- the Supplier does not agree to mediation.

22.4 The procedure for mediation is as follows:

- A neutral adviser or mediator will be chosen by agreement between the Parties. If the Parties cannot agree on a mediator within 10 Working Days after a request by one Party to the other, either Party will as soon as possible, apply to the mediation provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator. This application to CEDR must take place within 12 Working Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either Party that they are unable or unwilling to act.
- The Parties will meet with the mediator within 10 Working Days of the mediator's appointment to agree a programme for the exchange of all relevant information and the structure for negotiations to be held. The Parties may at any stage seek help from the mediation provider specified in this clause to provide guidance on a suitable procedure.
- Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- If the Parties reach agreement on the resolution of the dispute, the agreement will be recorded in writing and will be binding on the Parties once it is signed by their duly authorised representatives.
- Failing agreement, either Party may invite the mediator to provide a non-binding but informative opinion in writing. Such an opinion will be provided without prejudice and will not be used in evidence in any proceedings relating to the Call-Off Contract without the prior written consent of both Parties.
- If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

22.5 Either Party may request by written notice that the dispute is referred to expert determination if the dispute relates to:

- any technical aspect of the delivery of the digital services;
- the underlying technology; or
- is otherwise of a financial or technical nature.

22.6 An expert will be appointed by written agreement between the Parties, but if there's a failure to agree within 10 Working Days, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).

22.7 The expert will act on the following basis:

- they will act as an expert and not as an arbitrator and will act fairly and impartially;
- the expert's determination will (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- the expert will decide the procedure to be followed in the determination and will be requested to make their determination within 30 Working Days of their appointment or as soon as reasonably practicable and the Parties will help and provide the documentation that the expert needs for the determination;



- any amount payable by one Party to another as a result of the expert's determination will be due and payable within 20 Working Days of the expert's determination being notified to the Parties
- the process will be conducted in private and will be confidential;
- the expert will determine how and by whom the costs of the determination, including their fees and expenses, are to be paid.

22.8 Without prejudice to any other rights of the Buyer under the Call-Off Contract, the obligations of the Parties under the Call-Off Contract will not be suspended, ceased or delayed by the reference of a dispute submitted to mediation or expert determination and the Supplier and the Supplier Staff will comply fully with the Requirements of the Call-Off Contract at all times.

## **23. Termination**

23.1 The Buyer will have the right to terminate the Call-Off Contract at any time by giving the notice to the Supplier specified in the Order Form. The Supplier's obligation to provide the Services will end on the date set out in the Buyer's notice.

23.2 The minimum notice period (expressed in Working Days) to be given by the Buyer to terminate under this Clause will be the number of whole days that represent 20% of the total duration of the current SoW to be performed under the Call-Off Contract, up to a maximum of 30 Working Days.

23.3 Partial days will be discounted in the calculation and the duration of the SoW will be calculated in full Working Days.

23.4 The Parties acknowledge and agree that:

- the Buyer's right to terminate under this Clause is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Service being provided.
- the Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with this Clause are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise either directly or indirectly as a result of the Buyer exercising the right to terminate under this Clause without cause.
- Subject to clause 34 (Liability), if the Buyer terminates the Call-Off Contract without cause, they will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate such Loss. If the Supplier holds insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of such Loss, with supporting evidence of unavoidable Losses incurred by the Supplier as a result of termination.

23.5 The Buyer will have the right to terminate the Call-Off Contract at any time with immediate effect by written notice to the Supplier if:

- the Supplier commits a Supplier Default and if the Supplier Default cannot, in the opinion of the Buyer, be remedied; or
- the Supplier commits any fraud.

23.6 Either Party may terminate the Call-Off Contract at any time with immediate effect by written notice to the other if:

- the other Party commits a Material Breach of any term of the Call-Off Contract (other than failure to pay any amounts due under the Call-Off Contract) and, if such breach is remediable, fails to remedy that breach within a period of 15 Working Days of being notified in writing to do so;
- an Insolvency Event of the other Party occurs, or the other Party ceases or threatens to cease to carry on the whole or any material part of its business

- a Force Majeure Event occurs for a period of more than 15 consecutive calendar days.

23.7 If a Supplier Insolvency Event occurs, the Buyer is entitled to terminate the Call-Off Contract.

## **24. Consequences of termination**

24.1 If the Buyer contracts with another Supplier, the Supplier will comply with Clause 29.

24.2 The rights and obligations of the Parties in respect of the Call-Off Contract (including any executed SoWs) will automatically terminate upon the expiry or termination of the relevant Call-Off Contract, except those rights and obligations set out in clause 24.6.

24.3 At the end of the Call-Off Contract period (howsoever arising), the Supplier must:

- immediately return to the Buyer:
  - all Buyer Data including all copies of Buyer Software and any other software licensed by the Buyer to the Supplier under the Call-Off Contract;
  - any materials created by the Supplier under the Call-Off Contract where the IPRs are owned by the Buyer;
  - any items that have been on-charged to the Buyer, such as consumables; and
  - all equipment provided to the Supplier. This equipment must be handed back to the Buyer in good working order (allowance will be made for reasonable wear and tear).
- immediately upload any items that are or were due to be uploaded to the repository when the Call-Off Contract was terminated (as specified in Clause 27);
- cease to use the Buyer Data and, at the direction of the Buyer, provide the Buyer and the replacement Supplier with a complete and uncorrupted version of the Buyer Data in electronic form in the formats and on media agreed with the Buyer and the replacement Supplier;
- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 months after the date of expiry or termination (whichever is the earlier), and provide written confirmation to the Buyer that the data has been destroyed, except where the retention of Buyer Data is required by Law;
- vacate the Buyer premises;
- work with the Buyer on any work in progress and ensure an orderly transition of the Services to the replacement supplier;
- return any sums prepaid for Services which have not been delivered to the Buyer by the date of expiry or termination;
- provide all information requested by the Buyer on the provision of the Services so that:
  - the Buyer is able to understand how the Services have been provided; and
  - the Buyer and the replacement supplier can conduct due diligence.

24.4 Each Party will return all of the other Party's Confidential Information. Each Party will confirm that it does not retain the other Party's Confidential Information except where the information must be retained by the Party as a legal requirement or where the Call-Off Contract states otherwise.

24.5 All licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Services will be terminated at the end of the Call-Off Contract period (howsoever arising) without the need for the Buyer to serve notice except where the Call-Off Contract states otherwise.

24.6 Termination or expiry of the Call-Off Contract will not affect:

- any rights, remedies or obligations accrued under the Call-Off Contract prior to termination or expiration;
- the right of either Party to recover any amount outstanding at the time of such termination or expiry;
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses:
  - 8 - Payment Terms and VAT
  - 9 - Recovery of Sums Due and Right of Set-Off
  - 11 - Confidentiality

- 12 - Conflict of Interest
- 13 - Intellectual Property Rights
- 24 - Consequences of Termination
- 28 - Staff Transfer
- 34 - Liability
- 35 - Waiver and cumulative remedies
- any other provision of the Framework Agreement or the Call-Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry will survive the termination or expiry of the Call-Off Contract.

## **25. Supplier's status**

25.1 The Supplier is an independent Contractor and no contract of employment or partnership is created between the Supplier and the Buyer. Neither Party is authorised to act in the name of, or on behalf of, the other Party.

## **26. Notices**

26.1 Any notices sent must be in writing. For the purpose of this Clause, an email is accepted as being in writing.

26.2 The following table sets out the method by which notices may be served under the Call-Off Contract and the respective deemed time and proof of Service:

Delivery type	Deemed delivery time	Proof of Service
Email	9am on the first Working Day after sending	Dispatched in a pdf form to the correct email address without any error message

26.3 The address and email address of each Party will be the address and email address in the Order Form.

## **27. Exit plan**

27.1 The Buyer and the Supplier will agree an exit plan during the Call-Off Contract period to enable the Supplier Deliverables to be transferred to the Buyer ensuring that the Buyer has all the code and documentation required to support and continuously develop the Service with Buyer resource or any third party as the Buyer requires. The Supplier will update this plan whenever there are material changes to the Services. A Statement of Work may be agreed between the Buyer and the Supplier to specifically cover the exit plan.

## **28. Staff Transfer**

28.1 The Parties agree that nothing in the Call-Off Contract or the provision of the Services is expected to give rise to a transfer of employment to which the Employment Regulations apply.

28.2 The Supplier will fully indemnify the Buyer against all Supplier Staff Liabilities which arise as a result of any claims brought against the Buyer due to any act or omission of the Supplier or any Supplier Staff.

28.3 The indemnity given in Clause 28.2 will be uncapped.

## **29. Help at retendering and handover to replacement supplier**

29.1 When requested, the Supplier will (at its own expense where the Call-Off Contract has been terminated before end of term due to Supplier cause) help the Buyer to migrate the Services to a replacement Supplier in line with the exit plan (Clause 27) to ensure continuity of the Services. Such help may include Supplier demonstrations of the existing code and development documents, software licences used and Buyer approval documents. The Supplier will also answer Service and development-related clarification questions.

29.2 Within 10 Working Days, or a timeframe agreed by the Parties, of a request by the Buyer, the Supplier will provide any information needed by the Buyer to prepare for any procurement exercise or to facilitate any

potential replacement Supplier undertaking due diligence. The exception to this is where such information is deemed to be Commercially Sensitive Information, in which case the Supplier will provide the information in a redacted form.

### **30. Changes to services**

30.1 It is likely that there will be changes to the scope of the Services during the Call-Off Contract period. Agile projects have a scope that will change over time. The detailed scope (eg as defined in user stories) can evolve and change during the Call-Off Contract period. These changes do not require formal contract changes but do require the Buyer and Supplier to agree these changes.

30.2 Any changes to the high-level scope of the Services must be agreed between the Buyer and Supplier. The Supplier will consider any request by the Buyer to change the scope of the Services, and may agree to such request.

### **31. Contract changes**

31.1 All changes to the Call-Off Contract which cannot be accommodated informally as described in Clause 30 will require a Contract Change Note.

31.2 Either Party may request a contract change by completing and sending a draft Contract Change Note in the form in Schedule 4 of Part B - The Schedules ('the **Contract Change Notice**') to the other Party giving sufficient information to enable the other Party to assess the extent of the change and any additional cost that may be incurred. The Party requesting the contract change will bear the costs of preparation of the Contract Change Notice. Neither Party will unreasonably withhold or delay consent to the other Party's proposed changes to the Call-Off Contract.

31.3 Due to the agile-based delivery methodology recommended by the Framework Agreement, it may not be possible to exactly define the consumption of Services over the duration of the Call-Off Contract in a static Order Form. The Supplier should state the initial value of all Services that are likely to be consumed under the Call-Off Contract.

### **32. Force Majeure**

32.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event. Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract for the length of a Force Majeure event. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 15 consecutive calendar days, the other Party may terminate the Call-Off Contract with immediate effect by notice in writing.

### **33. Entire agreement**

33.1 The Call-Off Contract constitutes the entire agreement between the Parties relating to the matters dealt within it. It supersedes any previous agreement between the Parties relating to such matters.

33.2 Each of the Parties agrees that in entering into the Call-Off Contract it does not rely on, and will have no remedy relating to, any agreement, statement, representation, warranty, understanding or undertaking (whether negligently or innocently made) other than as described in the Call-Off Contract.

33.3 Nothing in this Clause or Clause 34 will exclude any liability for (or remedy relating to) fraudulent misrepresentation or fraud.

### **34. Liability**

34.1 Neither Party excludes or limits its liability for:

- death or personal injury;
- bribery or fraud by it or its employees;
- breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

- any liability to the extent it cannot be excluded or limited by Law.

34.2 In respect of the indemnities in Clause 13 (Intellectual Property Rights) and Clause 28 (Staff Transfer) the Supplier's total liability will be unlimited. Buyers are not limited in the number of times they can call on this indemnity.

34.3 Subject to the above, each Party's total aggregate liability relating to all Losses due to a Default in connection with this agreement:

- resulting in direct loss or damage to physical Property (including any technical infrastructure, assets or Equipment) of the other Party, will be limited to the sum of £1,000,000 in each Call-Off Contract year in which the Default occurs, unless otherwise stipulated by the Buyer in a Further Competition procedure
- subject to the first bullet point in this Clause 34.3 which occur in the first 6 months, will be limited to the greater of the sum of £500,000 or a sum equal to 200% of the estimated Call-Off Contract Charges for the first six months
- subject to the first bullet point in this Clause 34.3 which occur during the remainder of the Call-Off Contract period, will be limited to the greater of the sum of £500,000 or an amount equal to 200% of the Call-Off Contract Charges paid, due or which would have been payable under the Call-Off Contract in the 6 months immediately preceding the event giving rise to the liability
- subject to the first bullet point in this Clause 34.3 which occur after the end of the Call-Off Contract period, will be limited to the greater of the sum of £500,000 or an amount equal to 200% of the Call-Off Contract Charges paid, due or which would have been payable under the Call-Off Contract in the 6 months immediately before the end of the Call-Off Contract period.

34.4 Subject to clause 34.1, in no event will either Party be liable to the other for any:

- loss of profits;
- loss of business;
- loss of revenue;
- loss of or damage to goodwill;
- loss of savings (whether anticipated or otherwise); or
- any indirect, special or consequential loss or damage.

34.5 The Supplier will be liable for the following types of loss which will be regarded as direct and will be recoverable by the Buyer:

- the additional operational or administrative costs and expenses arising from any Material Breach; and/or
- any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Law.

34.6 No enquiry, inspection, approval, sanction, comment, consent, or decision at any time made or given by, or on behalf of, the Buyer to any document or information provided by the Supplier in its provision of the Services, and no failure of the Buyer to discern any defect in, or omission from, any such document or information will exclude or limit the obligation of the Supplier to carry out all the obligations of a professional Supplier employed in a client and Buyer relationship.

34.7 Unless otherwise expressly provided, the obligations of the Buyer under the Call-Off Contract are obligations of the Buyer in its capacity as a Contracting counterparty and nothing in the Call-Off Contract will be an obligation on, or in any other way constrain the Buyer in any other capacity, nor will the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under the Call-Off Contract on the part of the Buyer to the Supplier.

34.8 Any liabilities which are unlimited will not be taken into account for the purposes of establishing whether any limits relating to direct loss or damage to physical Property within this Clause have been reached.

## **35. Waiver and cumulative remedies**

35.1 The rights and remedies provided by this agreement may be waived only in writing by the Buyer or the Supplier representatives in a way that expressly states that a waiver is intended, and such waiver will only be

operative regarding the specific circumstances referred to.

35.2 Unless a right or remedy of the Buyer is expressed to be exclusive, the exercise of it by the Buyer is without prejudice to the Buyer's other rights and remedies. Any failure to exercise, or any delay in exercising, a right or remedy by either Party will not constitute a waiver of that right or remedy, or of any other rights or remedies.

### **36. Fraud**

36.1 The Supplier will notify the Buyer if it suspects that any fraud has occurred, or is likely to occur. The exception to this is if while complying with this, it would cause the Supplier or its employees to commit an offence.

36.2 If the Supplier commits any fraud relating to a Framework Agreement, the Call-Off Contract or any other Contract with the government:

- the Buyer may terminate the Call-Off Contract
- CCS may terminate the Framework Agreement
- CCS and/or the Buyer may recover in full from the Supplier whether under Clause 36.3 below or by any other remedy available in law.

36.3 The Supplier will, on demand, compensate CCS and/or the Buyer, in full, for any loss sustained by CCS and/or the Buyer at any time (whether such loss is incurred before or after the making of a demand following the indemnity hereunder) in consequence of any breach of this Clause.

### **37. Prevention of bribery and corruption**

37.1 The Supplier will not commit any Prohibited Act.

37.2 The Buyer and CCS will be entitled to recover in full from the Supplier and the Supplier will, on demand, compensate CCS and/or the Buyer in full from and against:

- the amount of value of any such gift, consideration or commission; and
- any other loss sustained by CCS and/or the Buyer in consequence of any breach of this Clause

### **38. Legislative change**

38.1 The Supplier will neither be relieved of its obligations under the Call-Off Contract nor be entitled to increase the Call-Off Contract prices as the result of a general change in Law or a Specific Change in Law without prior written approval from the Buyer.

### **39. Publicity, branding, media and official enquiries**

39.1 The Supplier will take all reasonable steps to not do anything which may damage the public reputation of the Buyer. The Buyer may terminate the Call-Off Contract for Material Breach where the Supplier, by any act or omission, causes material adverse publicity relating to or affecting the Buyer or the Call-Off Contract. This is true whether or not the act or omission in question was done in connection with the performance by the Supplier of its obligations hereunder.

### **40. Non Discrimination**

40.1 The Supplier will notify CCS and relevant Buyers immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

### **41. Premises**

41.1 Where either Party uses the other Party's premises, such Party is liable for all Loss or damage it causes to the premises. Such Party is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

41.2 The Supplier will use the Buyer's premises solely for the Call-Off Contract.

41.3 The Supplier will vacate the Buyer's premises upon termination or expiry of the Call-Off Contract.

41.4 This Clause does not create an tenancy or exclusive right of occupation.

41.5 While on the Buyer's premises, the Supplier will:

- ensure the security of the premises;
- comply with Buyer requirements for the conduct of personnel;
- comply with any health and safety measures implemented by the Buyer;
- comply with any instructions from the Buyer on any necessary associated safety measures ; and
- notify the Buyer immediately in the event of any incident occurring on the premises where that incident causes any personal injury or damage to Property which could give rise to personal injury.

41.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

41.7 All Equipment brought onto the Buyer's premises will be at the Supplier's risk. Upon termination or expiry of the Call-Off Contract, the Supplier will remove such Equipment.

## 42. Equipment

42.1 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

42.2 Upon termination or expiry of the Call-Off Contract, the Supplier will remove the Equipment, and any other materials, leaving the premises in a safe and clean condition.

## 43. Law and jurisdiction

43.1 The Call-Off Contract will be governed by the Laws of England and Wales. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

## 44. Defined Terms

'Assurance'	The verification process undertaken by CCS as described in section 5 of the Framework Agreement
'Background IPRs'	For each Party: <ul style="list-style-type: none"> <li>• IPRs owned by that Party before the date of the Call-Off Contract, including IPRs contained in any of the Party's know-how, documentation, processes and procedures;</li> <li>• IPRs created by the Party independently of the Call-Off Contract; and/or</li> <li>• For the Buyer, Crown Copyright which is not available to the Supplier otherwise than under the Call-Off Contract;</li> </ul> but excluding IPRs owned by that Party subsisting in Buyer Software or Supplier Software
'Buyer'	A UK public sector body, or Contracting Body, as described in the OJEU Contract Notice, that can execute a competition and a Call-Off Contract within the Framework Agreement
'Buyer Background IPRs'	Background IPRs of the Buyer
'Buyer's Confidential Information'	All Buyer Data and any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Suppliers of the Buyer, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above

	Any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')
'Buyer Data'	Data that is owned or managed by the Buyer, including Personal Data gathered for user research, e.g. recordings of user research sessions and lists of user research participants
'Buyer Software'	Software owned by or licensed to the Buyer (other than under or pursuant to this Call Off Contract), which is or will be used by the Supplier for the purposes of providing the Services
'Call-Off Contract'	<p>The legally binding agreement (entered into following the provisions of the Framework Agreement) for the provision of Services made between a Buyer and the Supplier</p> <p>This may include the key information summary, Order Form, requirements, Supplier's response, Statement of Work (SoW), Contract Change Notice (CNN) and terms and conditions as set out in the Call-Off Contract Order Form</p>
'Charges'	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the applicable SoW(s), in consideration of the full and proper performance by the Supplier of the Supplier's obligations under the Call-Off Contract and the specific obligations in the applicable SoW
'Commercially Sensitive Information'	Information, which CCS has been notified about, (before the start date of the Framework Agreement) or the Buyer (before the Call-Off Contract start date) with full details of why the Information is deemed to be commercially sensitive
'Comparable Supply'	The supply of services to another Buyer of the Supplier that are the same or similar to any of the Services
'Confidential Information'	<p>CCS's Confidential Information or the Supplier's Confidential Information, which may include (but is not limited to):</p> <ul style="list-style-type: none"> <li>any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li> <li>any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')</li> </ul>
'Contracting Bodies'	The Buyer and any other person as listed in the OJEU Contract Notice or Regulation 2 of the Public Contracts Regulations 2015, as amended from time to time, including CCS
'Control'	Control as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly
'Controller'	Takes the meaning given in the Data Protection Legislation.
'Crown'	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
'Data Loss Event'	Any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Call-Off Contract, and/or actual or potential loss



	and/or destruction of Personal Data in breach of this Call-Off Contract, including any Personal Data Breach.
'Data Protection Impact Assessment'	An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
'Data Protection Legislation'	<ul style="list-style-type: none"> <li>i) all applicable Law about the processing of personal data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner and:</li> <li>ii) the GDPR, the LED and any applicable national implementing Laws as amended from time to time and</li> <li>iii) the DPA 2018 to the extent that it relates to processing of personal data and privacy.</li> </ul>
'Data Subject'	Takes the meaning given in the Data Protection Legislation.
'Default'	<ul style="list-style-type: none"> <li>• any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• any other default, act, omission, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff in connection with or in relation to the Framework Agreement or this Call-Off Contract</li> </ul> <p>Unless otherwise specified in this Call-Off Contract the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer</p>
'Deliverable'	A tangible work product, professional service, outcome or related material or item that is to be achieved or delivered to the Buyer by the Supplier as part of the Services as defined in the Order Form and all subsequent Statement of Work
'Digital Marketplace'	The government marketplace where Services will be bought ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )
'DPA 2018'	Data Protection Act 2018.
'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 on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time
'Equipment'	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under the Call-Off Contract
'Extension Period'	The period (expressed in Working Days) that the initial Call-Off Contract term is extended by following notice given by the Buyer to the Supplier in accordance with Clause 1.4, such period not to exceed the number of whole days that represent 25% of the initial Call-Off Contract period.
'FoIA'	The Freedom of Information Act 2000 and any subordinate legislation made under the Act occasionally together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation

'Framework Agreement'	The Framework Agreement between CCS and the Supplier for the provision of the Services dated [x]
'Further Competition'	The Further Competition procedure as described in Section 3 (how Services will be bought) of the Framework Agreement.
'GDPR'	The General Data Protection Regulation (Regulation (EU) 2016/679).
'Good Industry Practice'	Standards and procedures conforming to the Law and the application of skill, care and foresight which would be expected from a person or body who has previously been engaged in a similar type of undertaking under similar circumstances. The person or body must adhere to the technology code of practice ( <a href="https://www.gov.uk/service-manual/technology/code-of-practice.html">https://www.gov.uk/service-manual/technology/code-of-practice.html</a> ) and the government service design manual ( <a href="https://www.gov.uk/service-manual">https://www.gov.uk/service-manual</a> )
'Group'	A company plus any subsidiary or holding company. 'Holding company' and 'Subsidiary' are defined in section 1159 of the Companies Act 2006
'Group of Economic Operators'	A partnership or consortium not (yet) operating through a separate legal entity.
'Holding Company'	As described in section 1159 and Schedule 6 of the Companies Act 2006
'Information'	As described under section 84 of the Freedom of Information Act 2000, as amended from time to time
'Insolvency Event'	may be: <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> </ul>
'Intellectual Property Rights' or 'IPR'	means: <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), Know-How, trade secrets and moral rights and other similar rights or obligations whether registerable or not;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off.</p>
'Key Staff'	Means the Supplier Staff named in the SoW as such
'KPI Target'	The acceptable performance level for a key performance indicator (KPI)
'Law'	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body

'LED'	Law Enforcement Direction (Directive (EU) 2016/680).
'Loss'	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 'Losses' will be interpreted accordingly
'Lot'	A subdivision of the Services which are the subject of this procurement as described in the OJEU Contract Notice
'Malicious Software'	Any software program or code intended to destroy, or cause any undesired effects. It could be introduced wilfully, negligently or without the Supplier having knowledge of its existence.
'Management Charge'	The sum paid by the Supplier to CCS being an amount of 1.0% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or termination of any Call-Off Contract
'Management Information'	The Management Information (MI) specified in section 6 of the Framework Agreement
'Management Information (MI) Failure'	If any of the below instances occur, CCS may treat this as an 'MI Failure': <ul style="list-style-type: none"> <li>• there are omissions or errors in the Supplier's submission</li> <li>• the Supplier uses the wrong template</li> <li>• the Supplier's report is late</li> <li>• the Supplier fails to submit a report</li> </ul>
'Material Breach' (Framework Agreement)	A breach by the Supplier of the following Clauses in the Framework Agreement: <ul style="list-style-type: none"> <li>• Subcontracting</li> <li>• Non-Discrimination</li> <li>• Conflicts of Interest and Ethical Walls</li> <li>• Warranties and Representations</li> <li>• Provision of Management Information</li> <li>• Management Charge</li> <li>• Prevention of Bribery and Corruption</li> <li>• Safeguarding against Fraud</li> <li>• Data Protection and Disclosure</li> <li>• Intellectual Property Rights and Indemnity</li> <li>• Confidentiality</li> <li>• Official Secrets Act</li> <li>• Audit</li> </ul>
'Material Breach' (Call-Off Contract)	A single serious breach of or persistent failure to perform as required in the Call-Off Contract
'OJEU Contract Notice'	The advertisement for this procurement issued in the Official Journal of the European Union
'Order Form'	An order in the form set out in Part A of the Call-Off Contract for Digital Outcome and Specialist Services placed by a Buyer with the Supplier
'Other Contracting Bodies'	All Contracting Bodies, or Buyers, except CCS
'Party'	<ul style="list-style-type: none"> <li>• for the purposes of the Framework Agreement; CCS or the Supplier</li> <li>• for the purposes of the Call-Off Contract; the Supplier or the Buyer,</li> <li>• and 'Parties' will be interpreted accordingly</li> <li>•</li> </ul>

'Personal Data'	Takes the meaning given in the Data Protection Legislation.
'Personal Data Breach'	Takes the meaning given in the Data Protection Legislation.
'Processing'	This has the meaning given to it under the Data Protection Legislation but, for the purposes of this Framework Agreement and Call-Off Contract, it will include both manual and automatic processing. 'Process' and 'processed' will be interpreted accordingly.
'Processor'	Takes the meaning given in the Data Protection Legislation.
'Prohibited Act'	To directly or indirectly offer, promise or give any person working for or engaged by a buyer or CCS a financial or other advantage to: <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
'Project-Specific IPRs'	<ul style="list-style-type: none"> <li>• Intellectual Property Rights in items, including Deliverables, created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Call-Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or</li> <li>• Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under the Call-Off Contract; but not including the Supplier Background IPRs</li> </ul>
'Property'	The property, other than real property and IPR, issued or made available to the Supplier by the Buyer in connection with a Call-Off Contract
'Protective Measures'	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
'Regulations'	The Public Contracts Regulations 2015 (at <a href="http://www.legislation.gov.uk/uksi/2015/102/contents/made">http://www.legislation.gov.uk/uksi/2015/102/contents/made</a> ) and the Public Contracts (Scotland) Regulations 2012 (at <a href="http://www.legislation.gov.uk/ssi/2012/88/made">http://www.legislation.gov.uk/ssi/2012/88/made</a> ), as amended from time to time
'Regulatory Bodies'	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in the Framework Agreement or the Call-Off Contract
'Reporting Date'	The seventh day of each month following the month to which the relevant MI relates. A different date may be chosen if agreed between the Parties
'Request for Information'	A request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations

'Self Audit Certificate'	The certificate in the form as set out in Framework Agreement Schedule 1 - Self Audit Certificate, to be provided to CCS by the Supplier in accordance with Framework Agreement Clause 7.6.
'Services'	Digital outcomes, digital specialists, user research studios or user research participants to be provided by the Supplier under a Call-Off Contract
'Specific Change in Law'	A change in the Law that relates specifically to the business of CCS and which would not affect a Comparable Supply
'Statement of Requirements'	A statement issued by CCS or any Buyer detailing its Services requirements issued in the Call-Off Contract
'Statement of Work' (SoW)	The document outlining the agreed body of works to be undertaken as part of the Call-Off Contract between the Buyer and the Supplier. This may include (but is not limited to) the Statement of Requirements, the Deliverable(s), the completion dates, the charging method. Multiple SoWs can apply to one Call-Off Contract
'Subcontractor'	Each of the Supplier's Subcontractors or any person engaged by the Supplier in connection with the provision of the digital services as may be permitted by Clause 9.18 of the Framework Agreement or the Call-Off Contract
'Subprocessor'	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
'Supplier'	The Supplier of Digital Outcomes and Specialists services who successfully bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union (OJEU Notice). The identifying details of the Supplier to be bound by the terms of the Call-Off Contract are set out in the Order Form.
'Supplier Background IPRs'	Background IPRs of the Supplier
'Supplier Software'	Software which is proprietary to the Supplier and which is or will be used by the Supplier for the purposes of providing the Services
'Supplier Staff'	All persons employed by the Supplier including the Supplier's agents and consultants used in the performance of its obligations under the Framework Agreement or the Call-Off Contract
'Supplier Staff Liabilities'	Any claims, actions, proceedings, orders, demands, complaints, Losses and any awards or compensation reasonably incurred in connection with any claim or investigation related to employment
'Working Day'	Any day other than a Saturday, Sunday or public holiday in England and Wales, from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in the Call-Off Contract

#### **PART D – Charges**

1. Individual SoW's may be contracted by the Parties using different pricing models ranging from Fixed Price, T&M and Capped T&M using the following Rate Cards:

**[REDACTED]**

2. The Daily Rates are fixed for the duration of the of the Call-Off Contract term.
3. The Daily Rates are fully inclusive of domestic Travel, Accommodation and Expenses at the primary Buyer location, except where resources are requested by Buyer to travel from their base Buyer location to other sites. In such instances charges will require pre-authorisation from Buyer (in writing) and be subject to the Buyer's Travel, Accommodation and Expense Policy set out at Part G of this Call-Off Contract.
4. Rate card provided is for Monday to Friday working days for 7.5 hours per day
5. Charges are exclusive of UK VAT.

## **PART E – Baseline Personnel Security Standard**



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nnel\_Security\_Standar

**Part F – Offshoring Policy**

**Not Used**



## **Part G – Buyer Travel, Accommodation and Expense Policy**

The following principles and guidance are extracted from the Buyers expenses policy and are only intending to be a summary of the key areas and further guidance can be provided by the Buyer upon request from the Supplier, as the policy may change from time to time.

When making a claim for any payment the Supplier shall provide the Buyer with reasonably requested documentary evidence of actual expenditure to support the claim.

### **MEALS**

Each meal purchased at greater expense than when you are on detached duty/official business at another workplace can be reimbursed provided receipts are retained. Each meal to be reimbursed is restricted to the receipted actual amount up to a ceiling of £5.00 for Day meal and £15.00 for Evening Meal.

Where you are not staying away overnight the number of meals you can claim is shown in the following table:

<b>Length of absence</b>	<b>Number of meals</b>	<b>Type of meals</b>
0 – 5 hours	None	None
5 – 10 hours	1	1x Day meal
10 – 12 hours	2	2x Day meals
12+ hours where you leave home before 6am and return home before 8pm	3	3x Day meals
12+ hours where you leave home after 6am and return home before 8pm	2	2x Day meals
12+ hours where you leave home before 6am and return home after 8pm	3	2x Day meals 1x Evening meal
12+ hours where you leave home after 6am and return home after 8pm	2	1x Day meal 1x Evening meal

### **HOTEL ACCOMMODATION**

#### **Eligibility**

1. You can stay overnight in hotel accommodation for a maximum of 30 nights.
2. Hotel accommodation should only be booked for the actual nights you stay in the accommodation and will not be payable during any absence from work or time away from the accommodation unless you are off sick and:
  - are certified medically unfit to travel; or
  - you have a short period of illness of 3 days or less and no appreciable savings would be made if you returned home during your illness.
3. Hotel accommodation can only be used for the night of your last day of duty if you were unable to return to your home by 20:00 hours and subsequently stayed a further night

### **OVERNIGHT EVENING MEAL POLICY**

#### **Eligibility**

1. You may be able to claim Overnight Evening Meals to reimburse any additional evening meal costs you incur when staying away overnight in hotel accommodation on business,

#### Reimbursement

2. Actual cost of an evening meal you purchase at greater expense than your normal costs, up to the appropriate limits may be reimbursed, as detailed on the receipts provided. No amount can be paid towards the cost of alcohol.
3. Payment will be made for the actual nights you stay in the accommodation and purchase an evening meal. It will not be payable during any absence from work or time away from the accommodation unless you are off sick and:
  - o are certified medically unfit to travel; or
  - o you have a short period of illness of 3 days or less and no appreciable savings would be made if you returned home during your illness.
4. Payment will only be made for the night of your last day of duty if you were unable to return to your home by 20:00 hours and subsequently stayed a further night in the hotel.

#### Limits

5. Receipted actual cost, excluding alcohol, within a limit of £20 per meal.

Where you are staying away overnight in a hotel the number and type of meals is shown in the table below:

24 hour period	Number of meals	Type of meals
First period where you leave home before 6am	3	2x Day meals 1x Overnight meal
First period where you leave home after 6am	2	1x Day 1x Overnight meal
Intermediate period	2	1x Day meal and 1x Overnight meal.  Where you are staying in a hotel on a "Room only" basis you can claim 2x Day Meals and 1x Overnight meal.
Final day	Depends on balance of time from the end of the 24 hour subsistence period, see table above	Day meals and / or Evening meal as set out above

#### **HOTEL ROOM EXPENDITURE LIMITS**

The following regional maximum expenditure limits are in place:

	1 night stay	2 night stay	3 nights stay or over
London	£130	£130	£145
Rest of the country (except London)	£80	£85	£85

#### **RAIL TRAVEL**

First Class rail travel is not permitted. Economy class only

Restricted/Advance Purchase tickets must be booked for your journey. As well as being the cheapest option this will also ensure you have a definite train booked and a seat for your journey(s). 'Anytime' tickets should only be purchased where they are the cheapest available ticket.

#### **TAXI'S**

Staff must always consider whether travelling by taxi is a necessity, having considered alternative travel methods, business needs, sustainability issues and increased public scrutiny of expenses and cost.

#### When Can I use a Taxi?

Note: Journeys undertaken by taxi must be solely for business use. Private journeys must not be undertaken, except in the exceptional circumstances.

Taxi fares can only be claimed back when:

- Heavy luggage has to be handled
- A taxi can be shared with colleagues, constituting a saving over public transport
- There is no suitable method of public transport
- It is necessary due to long term health problems
- In exceptional circumstances, the saving of official time is important.

The following reasons are the only exempted personal reasons for booking a taxi that would be accepted. Their application should be in infrequent and exceptional circumstances:

- Where travel is after 9pm and public transport is limited
- Where an individual considers their personal safety to be at risk

### **AIR TRAVEL (including International Air Travel)**

#### Key Policy Points

- Business journeys must only be booked when meeting in person is essential.
- Staff must travel by rail not air when travelling between; Manchester and London, Newcastle and London, or Birmingham and Newcastle.
- Economy Class air travel must always be booked when travelling on domestic flights within the UK or for any flights under 2.5 hour duration.
- Restricted tickets must be purchased where it is the cheapest option.
- All flights must be booked through the service provider.
- Recommended that travel bookings are made at least 14 days in advance.
- All booking issues must be taken up with the travel provider/supplier.

In any applicable instance return air fares (including cost of taxi to and from airports) to the UK shall not exceed £1,000 one-off per associate.

### **VISAS**

Current fees for the UK visa is £456 and is subject to change as directed by the UK Home Office from time to time and the Supplier shall abide by it.