

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

## Order Form

CALL-OFF REFERENCE:	<b>PR 2024 026</b>
THE BUYER:	<b>Crown Prosecution Service</b>
BUYER ADDRESS	102 Petty France, London, SW1H 9EA
THE SUPPLIER:	Jigsaw Systems Limited (T/A Jigsaw24)
SUPPLIER ADDRESS:	The Old Mill, 40 High Church Street, Nottingham
REGISTRATION NUMBER:	02682904
DUNS NUMBER:	77-105-9292
SID4GOV ID:	77-105-9292

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10/03/2025  
It's issued under the Framework Contract with the reference number RM6098 for the  
provision of Technology Products & Associated Service 2.

### CALL-OFF LOT(S):

Lot 2 Hardware

### CALL-OFF INCORPORATED TERMS

This is a Gold Contract

This contract allows extensions, at sole discretion of the Buyer, for a period of up to  
3 x 12 months following the initial term of a maximum of 12 months (1 year from the

start date). If extensions to contract are actioned, a Variation document will be applicable - Joint Schedule 2.

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6098
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for RM6098
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 11 (Installation Works)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-off Schedule 22 (Lease Terms)
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

#### **CALL-OFF SPECIAL TERMS**

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

The Buyer reserves the right to enter into a state of pause/standby/cease/mothball of the contract or any element of it at point of completion and analysis of benefits of phase 1 Pilot stage (3 live courts roll out of hardware, software and implementation/service wrap) . Any subsequent terms of contract or charges incurred by the supplier to this means, will be negotiated as per relevant clauses within this contract. For termination terms and conditions please see TePAS 2 Core Terms v3 schedule.

The Supplier shall provide a live catalogue/price list on a quarterly basis, where price changes have occurred during the period, in order for all hardware and peripheral items listed within to be priced fairly and in line with current market conditions.

As listed in the Call-Off Schedule 5 Pricing Details, all hardware and peripheral items must be priced at the initial contracted value, except for exceptional circumstances where on occasion they are unable to be sourced at this amount. On these exceptional occasions the Buyer will be notified as soon as the price increase/decrease for any item is identified by the Supplier. Orders for any hardware and peripheral price change requested items will be reviewed against a benchmark based on the previous months CPI index rate change. Any variation to contractual prices must be accompanied within a Joint Schedule 2 Variation Form explaining the price variation.

During the delivery of the contract, should any hardware or peripheral items become end of sale, the Supplier shall provide alternative recommendations and prices. Any variation to contractual prices must be accompanied within a Joint Schedule 2 Variation Form explaining the price variation.

**CALL-OFF START DATE: 31/03/2025**

**CALL-OFF EXPIRY DATE: 30/03/2026**

**CALL-OFF INITIAL PERIOD: 7 months Pilot phase**

Minimum initial term of Contract is 31/10/2025 inclusive of the full implementation period of stage 1 – Pilot stage of the contract only.

Maximum initial term of Contract is 30/03/2026 inclusive of stage 1- Pilot and stage 2- National Roll out covering the remainder months of the initial term, excluding any further extension periods.

#### CALL-OFF DELIVERABLES

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

#### LOCATION FOR DELIVERY

Various around the UK

#### DATES FOR DELIVERY

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

#### TESTING OF DELIVERABLES

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

#### WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days for any obvious defects to workmanship. Any associated supplied hardware being a minimum of the vendor warranty period (variable depending on the vendor and item), where there is no operational service and maintenance agreement provided by the Supplier.

#### MAXIMUM LIABILITY

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

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

- Pilot phase (by tax years ("TY") 24/25 and 25/26)

	Estimated Year 1 Charges Ex VAT	Estimated Year 1 Charges Inclusive VAT
Implementation		
Product		
Managed Service		
Buyer Allowance margin of spend		
<b>Totals:</b>	<b>£967,432</b>	<b>£1,160,918</b>

- National Roll Out Phase: (by tax year)

	Estimated Year 1 Charges Ex VAT (2025/2026)	Estimated Year 1 Charges Inclusive VAT (2025/2026)
<b>Totals:</b>	<b>£6,795,661</b>	<b>£8,154,793</b>

#### CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

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

#### The total charges of the Contract is as follows:

- 1) **£967,432** Pilot phase exclusive of VAT. This spend will be spread across full pilot phase commencing February 2025 (TY 24/25) to estimated completion of Q3 TY 25/26
- 2) Subject to further internal governance spend approvals and subsequent external Government approvals the below financial spend in whole or part may, at sole discretion of the Buyer, be awarded under this Terms and Conditions of contract for the National Roll Out Phase of the project to the value of:

£65,093,155 Exclusive of VAT ("the Total Estimated Charges")

**Therefore, maximum Total Charges of this Contract potentially, subject to the applicable contractual conditions, is as follows:**

**£1,160,918+ £78,111,786 =**

**£79,079,218 Inclusive of VAT.**

Inclusive of 3 available contractual periods of extension for 12 months each.

Indexation is not applicable for this contract.

All charges as further detailed in Schedule 5 (Pricing Details).

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

Payment will be due 30 days from the date of invoice issued. Payment is to be made by bank transfer per payment instructions detailed on the invoice.

#### BUYER'S INVOICE ADDRESS:

DTS ICT Financial Team Crown Prosecution Service

102 Petty France, London, SW1H 9EA Email: [REDACTED]

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]

**BUYER'S COMMERCIAL AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**  
N/A

**BUYER'S SECURITY POLICY**  
Appended at Call-Off Schedule 9

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

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

**SUPPLIER'S CONTRACT MANAGER**

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

**PROGRESS REPORT FREQUENCY**  
The Supplier shall provide the Buyer with Progress Reports every month.

**PROGRESS MEETING FREQUENCY**  
The Supplier shall attend Progress Meetings with the Buyer every month.

**KEY STAFF**  
As set out within Call-Off Schedule 7 (Key Supplier Staff)

**KEY SUBCONTRACTOR(S)**  
N/A

**COMMERCIALLY SENSITIVE INFORMATION**  
As set out within Joint Schedule 4 (Commercially Sensitive Information)

## SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: 15% within year 1 of the contract of the aggregate Monthly Operational Service Charges paid or payable during that period. Subsequent periods of the contract will be capped at 35% of the aggregate Operational Service Charges paid or payable in the 12 months preceding the Service Measurement Period

The Service Measurement Period is: one Month

A Critical Service Level Failure is:

In relation to each Service Level Performance Criteria a failure to achieve the Service Level Threshold for the third consecutive time.

An Incident of Incident Severity Level 1 continuing for more than twenty-four (24) continuous hours in any Service Period; and

An Incident of Incident Severity Level 1 continuing for more than twenty-four (24) accumulated hours in any rolling Month period.

## ADDITIONAL INSURANCES



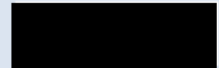
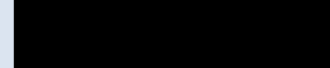



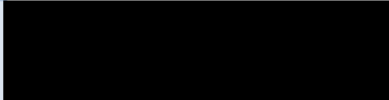
Not applicable

## GUARANTEE

Not applicable

## SOCIAL VALUE COMMITMENT

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

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





Crown  
Commercial

# Core Terms - RM6098

## 1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

## 2. How the contract works

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

- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### **3. What needs to be delivered**

#### **3.1 All deliverables**

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

#### **3.2 Goods clauses**

- 3.2.1 All Goods delivered must be new, or as new if recycled or refurbished, and of known origin and authenticity.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

### **3.3 Services clauses**

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

## **4. Pricing and payments**

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the

## Order Form.

- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
  - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
  - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
  - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

## 5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

## **6. Record keeping and reporting**

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

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and
- (c) in accordance with UK GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Relevant Authority and give reasons;
  - (b) propose corrective action; and
  - (c) provide a deadline for completing the corrective action.
- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
- (a) the methodology of the review;
  - (b) the sampling techniques applied;
  - (c) details of any issues; and
  - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

## **7. Supplier staff**

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

## **8. Rights and protection**

- 8.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform each Contract;
  - (b) each Contract is executed by its authorised representative;
  - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
  - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates

- that might affect its ability to perform each Contract;
  - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
  - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
  - (g) it is not impacted by an Insolvency Event; and
  - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
  - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## **9. Intellectual Property Rights (IPRs)**

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
  - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
  - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

## **10. Ending the contract or any subcontract**

### **10.1 Contract Period**

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

### **10.2 Ending the contract without a reason**

- 10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.
- 10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

### **10.3 Rectification plan process**

- 10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 working days .
- 10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:
- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
  - (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost,

unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

#### **10.4 When CCS or the buyer can end a contract**

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

#### **10.5 When the supplier can end the contract**

- 10.5.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

## **10.6 What happens if the contract ends**

- 10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

- 10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

- 10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

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

- 10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

- 10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

## **10.7 Partially ending and suspending the contract**

- 10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off

Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

- 10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
  - (a) reject the Variation; or
  - (b) increase the Charges, except where the right to partial termination is under Clause 10.2.
- 10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

## **10.8 When subcontracts can be ended**

- 10.8.1 At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:
  - (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
  - (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
  - (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

## **11. How much you can be held responsible for**

- 11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 11.3 No Party is liable to the other for:
  - (a) any indirect Losses; or

- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
  - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
  - (c) any liability that cannot be excluded or limited by Law;
  - (d) its obligation to pay the required Management Charge or Default Management Charge.
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
  - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

## **12. Obeying the law**

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

## **13. Insurance**

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

## **14. Data protection**

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
  - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
  - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
  - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
  - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
  - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches

Clause 14 and any Data Protection Legislation.

## **15. What you must keep confidential**

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry

- out its public functions;
  - (d) where requested by Parliament; or
  - (e) under Clauses 4.7 and 16.
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16. When you can share information**

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
  - (b) comply with any Freedom of Information Act (FOIA) request; and/or
  - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

## **17. Invalid parts of the contract**

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

## **18. No other terms apply**

- 18.1 The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

## **19. Other people's rights in a contract**

- 19.1 No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce

any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## **20. Circumstances beyond your control**

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- (a) provides a Force Majeure Notice to the other Party; and
  - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

## **21. Relationships created by the contract**

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

## **22. Giving up contract rights**

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

## **23. Transferring responsibilities**

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

- (b) the scope of their appointment; and
- (c) the duration of their appointment.

## **24. Changing the contract**

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
- (a) with the Variation Form, where the Supplier requests the Variation; or
  - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- (a) agree that the Contract continues without the Variation; or
  - (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
  - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
  - (b) of how it has affected the Supplier's costs.
- 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

## **25. How to communicate about the contract**

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the

notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **26. Dealing with claims**

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

## **27. Preventing fraud, bribery and corruption**

- 27.1 The Supplier must not during any Contract Period:

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

27.2 The Supplier must during the Contract Period:

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

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

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

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

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

## **28. Equality, diversity and human rights**

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

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion

- (b) or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

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

## **29. Health and safety**

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

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

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

## **30. Environment**

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

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

## **31. Tax**

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

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

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

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

must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

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

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

## **32. Conflict of interest**

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

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

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

## **33. Reporting a breach of the contract**

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

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

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

## **34. Resolving disputes**

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
  - (b) grant interim remedies; and/or
  - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

## **35. Which law applies**

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

## Joint Schedule 1 (Definitions)

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

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

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

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

<b>Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
<b>Additional Insurances"</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>Admin Fee"</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>Affected Party"</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>Annex"</b>	extra information which supports a Schedule;
<b>Approval"</b>	the prior written consent of the Buyer and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;
<b>Audit"</b>	the Relevant Authority's right to:

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

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

<b>Call-Off Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
<b>CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>CCS Authorised representative"</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>Central government body"</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
<b>Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>Change of control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>Commercially sensitive information"</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>Comparable supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>Compliance officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>Confidential information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as

	<b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>Conflict of interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>Contract Period"</b>	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
<b>Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>Controller"</b>	has the meaning given to it in the UK GDPR;
<b>Core Terms"</b>	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer;

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	<p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>e) Overhead;</p> <p>f) financing or similar costs;</p> <p>g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>h) taxation;</p> <p>i) fines and penalties;</p> <p>j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>k) non-cash items (including depreciation, amortisation, impairments and movements in provisions).</p>
<b>CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Cyber essentials equivalent"</b>	<p>ISO27001 certification where:</p> <p>a) the Cyber Essentials requirements, at either basic or Plus levels as appropriate, have been included in the scope, and verified as such; and</p> <p>b) the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the accreditation bodies</p> <p>This would be regarded as holding an equivalent standard to Cyber Essentials.</p>
<b>Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>Data Protection legislation"</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
<b>Data Protection Liability Cap"</b>	the amount specified in the Framework Award Form;

<b>Data Protection Officer"</b>	has the meaning given to it in the UK GDPR;
<b>Data Subject"</b>	has the meaning given to it in the UK GDPR;
<b>Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>Deductions"</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
<b>Default"</b>	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
<b>Default Management Charge"</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>Delay Payments"</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
<b>Deliverables"</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>Delivery"</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>Dispute"</b>	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>Documentation"</b>	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:

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	<p>l) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>m) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>n) has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>DPA 2018"</b>	the Data Protection Act 2018;
<b>Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>EIR"</b>	the Environmental Information Regulations 2004;
<b>Electronic Invoice"</b>	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
<b>Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>End Date"</b>	<p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
<b>Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Estimated Year 1 Charges"</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

<b>"Estimated Yearly Charges"</b>	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <ul style="list-style-type: none"> <li>i) in the first Contract Year, the Estimated Year 1 Charges; or</li> <li>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</li> <li>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</li> </ul>
<b>"Exempt Buyer"</b>	<p>a public sector purchaser that is:</p> <ul style="list-style-type: none"> <li>a) eligible to use the Framework Contract; and</li> <li>b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: <ul style="list-style-type: none"> <li>i) the Regulations;</li> <li>ii) the Concession Contracts Regulations 2016 (SI 2016/273);</li> <li>iii) the Utilities Contracts Regulations 2016 (SI 2016/274);</li> <li>iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</li> <li>v) the Remedies Directive (2007/66/EC);</li> <li>vi) Directive 2014/23/EU of the European Parliament and Council;</li> <li>vii) Directive 2014/24/EU of the European Parliament and Council;</li> <li>viii) Directive 2014/25/EU of the European Parliament and Council; or</li> <li>ix) Directive 2009/81/EC of the European Parliament and Council;</li> </ul> </li> </ul>
<b>"Exempt Call-off Contract"</b>	<p>the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;</p>
<b>"Exempt Procurement Amendments"</b>	<p>any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;</p>

<b>Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>Exit Day"</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>Extension Period"</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>"Financial Reports"</b>	<p>a report by the Supplier to the Buyer that:</p> <ul style="list-style-type: none"> <li>a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</li> <li>b) provides a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);</li> <li>c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and</li> </ul> <p>is certified by the Supplier's Chief Financial Officer or Director of Finance;</p>
<b>FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>Force Majeure event"</b>	<p>any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:</p> <ul style="list-style-type: none"> <li>a) riots, civil commotion, war or armed conflict;</li> <li>b) acts of terrorism;</li> <li>c) acts of government, local government or regulatory bodies;</li> <li>d) fire, flood, storm or earthquake or other natural disaster,</li> </ul> <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</p>
<b>Force Majeure notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

<b>Framework Award Form"</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>Framework Contract"</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
<b>Framework Contract Period"</b>	the period from the Framework Start Date until the End Date of the Framework Contract;
<b>Framework Expiry Date"</b>	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
<b>Framework Incorporated Terms"</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>Framework Optional Extension Period"</b>	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
<b>Framework Price(s)"</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>Framework Special Terms"</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>Framework Start Date"</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>Framework Tender Response"</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
<b>Further Competition Procedure"</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
<b>UK GDPR"</b>	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>General Anti-Abuse Rule"</b>	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Gold Contract"</b>	a Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool;
<b>Goods"</b>	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
<b>Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence

	and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>Government Data"</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> <li>i) are supplied to the Supplier by or on behalf of the Authority; or</li> <li>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</li> </ul>
<b>Guarantor"</b>	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
<b>Halifax Abuse principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HM Government"</b>	Her Majesty's Government;
<b>HMRC"</b>	Her Majesty's Revenue and Customs;
<b>ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>Impact Assessment"</b>	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>

<b>Implementation Plan"</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;
<b>Independent Control"</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and <b>"Independent Controller"</b> shall be construed accordingly;
<b>Indexation"</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>Initial Period"</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>Insolvency Event"</b>	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p>

	<p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<b>Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
<b>Intellectual Property Rights" or "IPR"</b>	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>Invoicing Address"</b>	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
<b>IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;

**Joint Schedule 1 (Definitions)**

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<b>IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"ISO"</b>	International Organization for Standardization;
<b>Joint Controller greement"</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 ( <i>Processing Data</i> );
<b>Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>Key Staff"</b>	the individuals (if any) identified as such in the Order Form;
<b>Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>Key Subcontractor"</b>	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
<b>Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
<b>Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " <b>Loss</b> " shall be interpreted accordingly;
<b>Lots"</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;

<b>Management charge"</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>Management information" or "MI"</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period
<b>MI Failure"</b>	means when an MI report: <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> <li>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</li> </ul>
<b>MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>MI Reporting template"</b>	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
<b>Milestone"</b>	an event or task described in the Implementation Plan;
<b>Milestone Date"</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>National Insurance"</b>	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
<b>New IPR"</b>	<ul style="list-style-type: none"> <li>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</li> <li>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</li> </ul> <p>but shall not include the Supplier's Existing IPR;</p>
<b>Occasion of Tax on-Compliance"</b>	<p>where:</p> <ul style="list-style-type: none"> <li>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction</li> </ul> </li> </ul>

	<p>that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
<b>Open Book Data "</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</p> <p>iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>

<b>Order"</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>Order Form template"</b>	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
<b>Other Contracting authority"</b>	any actual or potential Buyer under the Framework Contract;
<b>Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>Party"</b>	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them where the context permits;
<b>Performance indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>Personal Data"</b>	has the meaning given to it in the UK GDPR;
<b>Personal Data breach"</b>	has the meaning given to it in the UK GDPR;
<b>Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>Processing"</b>	has the meaning given to it in the UK GDPR;
<b>Processor"</b>	has the meaning given to it in the UK GDPR;
<b>Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>Progress Meeting frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;

<b>Progress Report frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>Prohibited Acts"</b>	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>Protective measures"</b>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
<b>"Rating Agency"</b>	as defined in the Framework Award Form or the Order Form, as the context requires;
<b>Recall"</b>	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
<b>Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>Rectification Plan"</b>	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:

	<p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>b) the actual or anticipated effect of the Default; and</p> <p>c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
<b>Rectification Plan Process"</b>	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
<b>Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>Reimbursable expenses"</b>	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
<b>Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>Relevant Authority's Confidential Information"</b>	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
<b>Relevant requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
<b>Relevant Tax authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>Reminder Notice"</b>	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;

<b>Replacement deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>Replacement subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>Replacement supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>Request For information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>Required insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"RTI"</b>	Real Time Information;
<b>Satisfaction certificate"</b>	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>Security anagement Plan"</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>Self Audit certificate"</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>Serious Fraud office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>Service Period"</b>	has the meaning given to it in the Order Form;

**Joint Schedule 1 (Definitions)**

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<b>Services"</b>	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>Service Transfer Date"</b>	the date of a Service Transfer;
<b>Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
<b>SME"</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
<b>Special Terms"</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>Specification"</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>Standards"</b>	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
<b>Start Date"</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;

<b>Statement of requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>Sub-Contract"</b>	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:  a) provides the Deliverables (or any part of them);  b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or  c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
<b>Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>Supplier"</b>	the person, firm or company identified in the Framework Award Form;
<b>Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>Supplier Authorised representative"</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>Supplier's confidential information"</b>	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;  b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;  c) Information derived from any of (a) and (b) above;
<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
<b>Supplier Marketing contact"</b>	shall be the person identified in the Framework Award Form;

<b>Supplier Non-performance"</b>	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
<b>Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>Supplier Profit margin"</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>Supporting documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
<b>Tax"</b>	a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
<b>Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>Test Issue"</b>	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
<b>Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;

<b>Tests "</b>	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and <b>"Tested"</b> and <b>"Testing"</b> shall be construed accordingly;
<b>Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –  (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and  (ii) Commercially Sensitive Information;
<b>Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>"TUPE"</b>	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive
<b>"United Kingdom"</b>	the country that consists of England, Scotland, Wales, and Northern Ireland
<b>Variation"</b>	any change to a Contract;
<b>Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;

<b>Work Day"</b>	Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>Work Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

## Joint Schedule 2 (Variation Form)

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

Contract Details							
This variation is between:	<b>[delete]</b> as applicable: CCS / Buyer] (" <b>CCS</b> " " <b>the Buyer</b> ") And <b>[insert]</b> name of Supplier] (" <b>the Supplier</b> ")						
Contract name:	<b>[insert]</b> name of contract to be changed] (" <b>the Contract</b> ")						
Contract reference number:	<b>[insert]</b> contract reference number]						
Details of Proposed Variation							
Variation initiated by:	<b>[delete]</b> as applicable: CCS/Buyer/Supplier]						
Variation number:	<b>[insert]</b> variation number]						
Date variation is raised:	<b>[insert]</b> date]						
Proposed variation							
Reason for the variation:	<b>[insert]</b> reason]						
An Impact Assessment shall be provided within:	<b>[insert]</b> number] days						
Impact of Variation							
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]						
Outcome of Variation							
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[CCS/Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>						
Financial variation:	<table border="1"> <tr> <td>Original Contract Value:</td> <td>£ <b>[insert]</b> amount]</td> </tr> <tr> <td>Additional cost due to variation:</td> <td>£ <b>[insert]</b> amount]</td> </tr> <tr> <td>New Contract value:</td> <td>£ <b>[insert]</b> amount]</td> </tr> </table>	Original Contract Value:	£ <b>[insert]</b> amount]	Additional cost due to variation:	£ <b>[insert]</b> amount]	New Contract value:	£ <b>[insert]</b> amount]
Original Contract Value:	£ <b>[insert]</b> amount]						
Additional cost due to variation:	£ <b>[insert]</b> amount]						
New Contract value:	£ <b>[insert]</b> amount]						

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address



## Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need to have

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

### 2. How to manage the insurance

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

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

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

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

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

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

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

### **6. Cancelled Insurance**

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

### **7. Insurance claims**

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

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

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

## **ANNEX: REQUIRED INSURANCES**

- 1.** The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

1.1 Professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots.

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

1.3 Employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) – all Lots.

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



## Joint Schedule 4 (Commercially Sensitive Information)

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

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

No.	Date	Item(s)	Duration of Confidentiality
1	23 October 2024	Pricing of specific line items in Tender response 'Call Off Schedule 4 – Call off Tender' and 'Call Off Schedule 5 – Pricing Details' and 'Call Off Schedule 22 – Lease Terms'	Duration of contract and any subsequent extensions
2	23 October 2024	Suppliers response to ITT included in Call off Schedule 4.	Duration of contract and any subsequent extensions



# Joint Schedule 5 (Corporate Social Responsibility)

## Definitions

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

<b>"First Tier"</b>	the brand company;
<b>"Second Tier"</b>	the final assembly factory linked to the procured product model; and
<b>"Third Tier"</b>	component production factory linked to the procured product model for strategic components, such as CPU, memory, main logic board, display, battery, power supply unit etc.

## 1. What we expect from our Suppliers

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

## 2. Equality and Accessibility

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

### **3. Modern Slavery, Child Labour and Inhumane Treatment**

3.1 The Supplier shall fully cooperate with the appointed independent monitoring organisation (which is subject to change at the sole discretion of the Authority) to monitor the rights of workers in electronics supply chains.

3.1.1 The current monitoring organisation is: - Electronics Watch a not-for-profit non-governmental organisation incorporated under Dutch law (No. 62721445 in the Dutch Chamber of Commerce Trade Register). Electronics Watch

3.2 Not Used

3.3 The Supplier:

- 3.3.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.3.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.3.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.3.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.3.5 shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.3.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.3.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.3.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.3.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.3.10 shall not use or allow child or slave labour to be used by its Subcontractors;

- 3.3.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

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

## **4. Income Security**

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

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
  - (a) as a disciplinary measure
  - (b) except where permitted by law; or
  - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## **5. Working Hours**

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

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

- the extent;
- frequency; and
- hours worked;

by individuals and by the Supplier Staff as a whole;

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

## **6. Sustainability**

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:  
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 6.2 The Supplier shall use reasonable endeavours to avoid the use of paper and card in carrying out its obligations under this Contract. Where unavoidable under reasonable endeavours, the Supplier shall ensure that any paper or card deployed in the performance of the Services consists of one hundred percent (100%) recycled content and used on both sides where feasible to do so
- 6.3 The Supplier shall complete and provide CCS with a Carbon Reduction Plan.
- 6.4 The Supplier shall progress towards carbon net zero during the lifetime of the framework.

**Joint Schedule 5 (Corporate Social Responsibility)**  
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Joint Schedule 5 -  
Annex 1 Factory Discl

## Joint Schedule 6 (Key Subcontractors)

### 1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
  - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
  - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

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

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



# Joint Schedule 7 (Financial Difficulties)

## 1. Definitions

1.1 In this Schedule, the following definitions shall apply:

<b>“Applicable Financial Indicators”</b>	means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 5.2 of this Schedule;
<b>“Board”</b>	means the Supplier’s board of directors;
<b>“Board Confirmation”</b>	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
<b>“Bronze Contract”</b>	A Call-Off Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool;
<b>“Cabinet Office Markets and Suppliers Team”</b>	means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
<b>“Credit Rating Threshold”</b>	the minimum credit rating level for each entity in the FDE Group as set out in Annex 1 to this Schedule;
<b>“FDE Group”</b>	means the Supplier,
<b>“Financial Distress Event”</b>	Any of the events listed in Paragraph 3.1 of this Schedule;
<b>“Financial Distress Remediation Plan”</b>	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs;
<b>“Financial Indicators”</b>	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at paragraph 5.1 of this Schedule and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
<b>“Financial Target Thresholds”</b>	means the target thresholds for each of the Financial Indicators set out at paragraph 5.1 of this Schedule;
<b>“Monitored Suppliers”</b>	means those entities specified at paragraph 5.2 of this Schedule;

**“Rating Agencies”**

The rating agencies listed in Annex 1 of this Schedule;

**“Strategic Supplier”**

means those suppliers to government listed at <https://www.gov.uk/government/publications/strategic-suppliers>.

## **2. Warranties and duty to notify**

2.1 The Supplier warrants and represents to the Relevant Authority for the benefit of the Relevant Authority that as at the Effective Date:

- 2.1.1 the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to this Schedule; and
- 2.1.2 the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor and Key Sub-contractors satisfies the Financial Target Thresholds.

2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).

2.3 The Supplier shall:

- 2.3.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;
- 2.3.2 monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within ninety (90) days after the Accounting Reference Date; and
- 2.3.3 promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).

2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1, and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold.

2.5 Each report submitted by the Supplier pursuant to paragraph 2.3.2 shall:

- 2.5.1 be a single report with separate sections for each of the FDE Group entities;
- 2.5.2 contain a sufficient level of information to enable the Relevant Authority to verify the calculations that have been made in respect of the Financial Indicators;

- 2.5.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
- 2.5.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
- 2.5.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Relevant Authority to easily analyse and assess the trends in financial performance.

### **3. Financial Distress events**

3.1 The following shall be Financial Distress Events:

- 3.1.1 the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
- 3.1.2 an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
- 3.1.4 an FDE Group entity committing a material breach of covenant to its lenders;
- 3.1.5 a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- 3.1.6 any of the following:
  - (a) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
  - (b) non-payment by an FDE Group entity of any financial indebtedness;
  - (c) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
  - (d) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
  - (e) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

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

- 3.1.7 any [one] of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

#### **4. Consequences of Financial Distress Events**

- 4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Relevant Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1.5, the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:
- 4.2.1 rectify such late or non-payment; or
  - 4.2.2 demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall (and shall procure that any Monitored Supplier, the Guarantor and/or any relevant Key Sub-contractor shall):
- 4.3.1 at the request of the Relevant Authority, meet the Relevant Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with the Contract; and
  - 4.3.2 where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with the Contract:
    - (a) submit to the Relevant Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing); and
    - (b) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, any Monitored Supplier, Key Sub-contractors and/or the Guarantor as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.
- 4.4 The Relevant Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Relevant Authority does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Relevant Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Relevant Authority or referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms under Paragraph 4.5.

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4.5 If the Relevant Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 34 of the Core Terms.

4.6 Following approval of the Financial Distress Remediation Plan by the Relevant Authority, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than fortnightly):

- (a) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Relevant Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with this Contract; and
- (b) provide a written report to the Relevant Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;

4.6.2 where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6.1, submit an updated Financial Distress Remediation Plan to the Relevant Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and

4.6.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.

4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph 4.3.2(b) is available when required and on request from the Relevant Authority and within reasonable timescales. Such measures may include:

- 4.8.1 obtaining in advance written authority from Key Sub-contractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;
- 4.8.2 agreeing in advance with the Relevant Authority, Key Sub-contractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Relevant Authority;

- 4.8.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Relevant Authority (which may include making price sensitive information available to the Relevant Authority's nominated personnel through confidential arrangements, subject to their consent); and
- 4.8.4 disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

## 5. Financial Indicators

5.1 Subject to the calculation methodology set out at Annex 3 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

Lots 1 to 7

Financial Indicator	Calculation <sup>1</sup>	Financial Target Threshold:	Monitoring and Reporting Frequency
<b>1</b> <b>Operating Margin</b>	<i>Operating Margin = Operating Profit / Revenue</i>	<i>&gt; 8%</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.</i>
<b>2</b> <b>Net Debt to EBITDA Ratio</b>	<i>Net Debt to EBITDA ratio = Net Debt / EBITDA</i>	<i>&lt; 3.5 times</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon EBITDA for the 12 months ending on, and Net Debt at, the relevant accounting reference date.</i>
<b>3</b> <b>Net Debt + Net Pension Deficit to EBITDA ratio</b>	<i>Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA</i>	<i>&lt; 5 times</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date</i>
<b>4</b>	<i>Net Interest Paid Cover =</i>	<i>&gt; 3 times</i>	<i>Tested and reported yearly in arrears within 90</i>

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<b>Net Interest Paid Cover</b>	<i>Earnings Before Interest and Tax / Net Interest Paid</i>		<i>days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.</i>
<b>5 Acid Ratio</b>	<i>Acid Ratio = (Current Assets – Inventories) / Current Liabilities</i>	<i>&gt; 0.8 times</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date</i>
<b>6 Net Asset value</b>	<i>Net Asset Value = Net Assets</i>	<i>&gt; £0</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date</i>
<b>7 Group Exposure Ratio</b>	<i>Group Exposure / Gross Assets</i>	<i>&lt; 50%</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date</i>

Key: 1 – see Annex 3 to this Schedule which sets out the calculation methodology to be used in the calculation of each financial indicator.

## 5.2 Monitored Suppliers

<b>Monitored Supplier</b>	<b>Applicable Financial Indicators</b> (these are the Financial Indicators from the table in Paragraph 5.1 which are to apply to the Monitored Suppliers)
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## **6. Termination rights**

6.1 The Relevant Authority shall be entitled to terminate the Contract if:

- 6.1.1 the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 2.3.3;
- 6.1.2 the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 6.1.3 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6.3,

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

## **7. Primacy of Credit Ratings**

7.1 Without prejudice to the Supplier's obligations and the Relevant Authority's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1.2 to 3.1.7, the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 to this Schedule, then:

- 7.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 7.1.2 the Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

## **8. Board confirmation**

8.1 If the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of Part B of Annex 1 to Call-Off Schedule 8 (Business Continuity and Disaster Recovery) (if applicable) then, subject to Paragraph 8.4 of this Schedule, the Supplier shall within ninety (90) days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Relevant Authority in the form set out at Annex 4 to this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

- 8.1.1 that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or
- 8.1.2 of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

8.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to understand and confirm the position.

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8.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.

8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

## **9. Optional Clauses**

9.1 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the terms at Annex 5 shall apply to the Call-Off Contract in place of the foregoing terms of this Joint Schedule 7.

## Joint Schedule 7 (Financial Difficulties)

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### Annex 1: Rating Agencies and their standard Rating System

All credit ratings are based on a Creditsafe Limited rating.

Creditsafe International Descriptions		
International Score	Local Score	Description
A	71 - 100	Very Low Risk
B	51 - 70	Low Risk
C	30 - 50	Moderate Risk
D	1 - 29	High Risk
E	Not Rated	Not Rated

### Annex 2: Credit Ratings and Credit Rating Thresholds

Entity	Credit rating (long term)
Supplier	The Supplier Credit Rating shall be based on a risk score of 80

### Annex 3: Calculation methodology for Financial Indicators

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

#### General methodology

- 1 **Terminology:** The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 2 **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 3 **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 4 **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

#### Specific Methodology

Financial Indicator	Specific Methodology
1 <b>Operating Margin</b>	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p>
2 <b>Net Debt to EBITDA Ratio</b>	<p><b>"Net Debt"</b> = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p><b>"EBITDA"</b> = Operating profit + Depreciation charge + Amortisation charge</p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p>

	<p><b><u>Net Debt:</u></b> The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p><b><u>EBITDA:</u></b> Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. <i>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).</i></p>
<p><b>3</b></p> <p><b>Net Debt + Net Pension Deficit to EBITDA ratio</b></p>	<p><b><i>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></b></p> <p><b><i>"Net Pension Deficit" = Retirement Benefit Obligations – Retirement Benefit Assets</i></b></p> <p><b><i>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</i></b></p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><b><u>Net Debt:</u></b> The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial</p>

## Joint Schedule 7 (Financial Difficulties)

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	<p>statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but <i>not</i> non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p><b><u>Net Pension Deficit:</u></b> Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</p> <p>Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met.</p> <p><b><u>EBITDA:</u></b> Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).</p>
<p><b>4</b></p> <p><b>Net Interest Paid Cover</b></p>	<p><b><i>"Earnings Before Interest and Tax" = Operating profit</i></b></p> <p><b><i>"Net Interest Paid" = Interest paid – Interest received</i></b></p> <p>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>Interest received and interest paid should be shown on the face of the Cash Flow statement.</p>

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	Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.
<b>5</b> <b>Acid Ratio</b>	All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.
<b>6</b> <b>Net Asset value</b>	Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).
<b>7</b> <b>Group Exposure Ratio</b>	<p><b><i>"Group Exposure" = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings</i></b></p> <p><b><i>"Gross Assets" = Fixed Assets + Current Assets</i></b></p> <p><u>Group Exposure</u>: Balances owed by (ie receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.</p> <p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p>

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	<u>Gross Assets</u> : Both Fixed assets and Current assets are shown on the face of the Balance Sheet.
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**Supplier Name:**

**Contract Reference Number:**

The Board of Directors acknowledge the requirements set out at paragraph 8 of Joint Schedule 7 (*Financial Distress*) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

- (a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or
- (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair .....

Signed .....

Date .....

Director .....

Signed .....

Date .....

## ANNEX 5: OPTIONAL CLAUSES FOR BRONZE CONTRACTS

### 1. Definitions

1.1 In this Annex 5, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Credit Rating Threshold"</b>	1 the minimum credit rating level for the Monitored Company as set out in Appendix 2;
<b>"Financial Distress Event"</b>	2 the occurrence or one or more of the following events: <ul style="list-style-type: none"><li>a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;</li><li>b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;</li><li>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;</li><li>d) Monitored Company committing a material breach of covenant to its lenders;</li><li>e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or</li><li>f) any of the following:<ul style="list-style-type: none"><li>i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;</li><li>ii) non-payment by the Monitored Company of any financial indebtedness;</li></ul></li></ul>

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	<p>iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or</p> <p>iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company</p> <p>3 in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;</p>
<b>"Financial Distress Service Continuity Plan"</b>	4 a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;
<b>"Monitored Company"</b>	5 Supplier,
<b>"Rating Agencies"</b>	6 the rating agencies listed in Appendix 1.

## 2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Annex 5 in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Annex 5 shall survive:

2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

## 3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to the Relevant Authority that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Appendix 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide the Relevant Authority within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by the Relevant Authority (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored

## Joint Schedule 7 (Financial Difficulties)

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Company as at the end of each Contract Year or such other date as may be requested by the Relevant Authority. For these purposes the "quick ratio" on any date means:

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

where:

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

### 3.4 The Supplier shall:

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

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

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

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Relevant Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6 of this Annex 5.

If the Relevant Authority does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Relevant Authority within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Relevant Authority or referred to the Dispute Resolution Procedure.

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4.2 If the Relevant Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.3 Following Approval of the Financial Distress Service Continuity Plan by the Relevant Authority, the Supplier shall:

- 4.3.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
- 4.3.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.4.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
- 4.3.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.4 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.4

4.5 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

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

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

- 5.1.1 the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 3.4;
- 5.1.2 The Relevant Authority and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.4.3.

5.2 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

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

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

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6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.2 to 4.4 and

6.1.2

## APPENDIX 1: RATING AGENCIES

All credit ratings are based on a Creditsafe Limited rating.

Creditsafe International Descriptions		
International Score	Local Score	Description
A	71 - 100	Very Low Risk
B	51 - 70	Low Risk
C	30 - 50	Moderate Risk
D	1 - 29	High Risk
E	Not Rated	Not Rated

## APPENDIX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

### Part 1: Current Rating

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier	The Supplier Credit Rating shall be based on:  Risk score- 80  International Score- A  .	The Supplier Credit Rating Tolerance Threshold shall be based on 10% of tolerance below the current Credit Safe Report rating of 72

## Joint Schedule 10 (Rectification Plan)

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

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

## Joint Schedule 11 (Processing Data)

### Definitions

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

**“Processor  
Personnel”** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

### Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

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

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller and may not otherwise be determined by the Processor.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;

## Joint Schedule 11 (Processing Data)

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- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) and shall not Process the Personal Data for any other purpose, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protection Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that:
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

- (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer, Process, or otherwise make available for Processing, Personal Data outside of the UK unless the prior written consent of the Controller has been obtained (such consent may be withheld or subject to such conditions as the Customer considers fit at the Customer's absolute discretion) and the following conditions are fulfilled:
    - (i) the destination country has been recognised as adequate by the UK Government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
    - (ii) Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;
    - (iii) the Data Subject has enforceable rights and effective legal remedies;
    - (iv) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;

if any of the mechanisms relied on under paragraph 6(d) in respect of any transfers of Personal Data by the Processor at any time ceases to be valid, the Processor shall, if possible, implement an alternative mechanism to ensure compliance with the Data Protection Legislation. If no alternative mechanism is available, the Controller and the Processor shall work together in good faith to determine the appropriate measures to be taken, taking into account any relevant guidance and accepted good industry practice. The Controller reserves the right to require the Processor to cease any affected transfers if no alternative mechanism to ensure compliance with Data Protection Legislation is reasonably available; and
  - (e) at the written direction, and absolute discretion, of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to Processing Personal Data under or in connection with the Contract it:

## Joint Schedule 11 (Processing Data)

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- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

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

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- (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
  - (a) notify the Controller in writing of the intended Subprocessor and Processing that will be undertaken by the Subprocessor;
  - (b) obtain the written consent of the Controller (such consent may be withheld or subject to such conditions as the Controller considers fit at the Controller's absolute discretion);
  - (c) enter into a written legally binding agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor, prior to any Personal Data being transferred to or accessed by the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14. Any Processing by a Subprocessor or transfer of Personal Data to a Subprocessor permitted by the Controller shall not relieve the Processor from any of its liabilities, responsibilities and obligations to the Controller under this Joint Schedule 11, and the Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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

- 17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 3 to this Joint Schedule 11.

## **Independent Controllers of Personal Data**

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

provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):

- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an

Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data

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

The contact details of the Relevant Authority's Data Protection Officer are:



- 1.1 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.2 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• <i>Name, address and e-mail address details for deliveries and collections</i></li></ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</i></p> <ul style="list-style-type: none"><li>• <i>Not applicable</i></li></ul> <p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation and in accordance with paragraph 17 in respect of:</i></p> <ul style="list-style-type: none"><li>• <i>Not applicable</i></li></ul>

	<p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation and in accordance with paragraph 18 in respect of:</i></p> <ul style="list-style-type: none"> <li><i>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li><i>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller</i></li> <li><i>•</i></li> </ul>
Subject matter of the Processing	<i>The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide delivery and collection of Equipment.</i>
Duration of the Processing	<i>Call Off Initial Period (4 years and 6 months) plus any Call Off Optional Extension Period</i>
Nature and purposes of the Processing	<i>Processing the names, addresses and email addresses of staff, volunteers, temporary workers, agents of the Buyer necessary for the Supplier to providing delivery and collections to locations specified by the Buyer.</i>
Type of Personal Data being Processed	<i>Names, address and contact details only</i>
Categories of Data Subject	<i>Buyer Staff</i>
International transfers and legal gateway	<i>N/A</i>

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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	<i>The Supplier will retain Personal Data sufficient to provide the services under the contract. Once the Processing is complete (including name, address and email address) this Personal Data should not be retained any longer than necessary and, in any event, after the termination of the contract.</i>
--	--

## Annex 2 – Security

The technical security requirements set out below provide an indication of the types of security measures that might be considered, in order to protect Personal Data. More, or less, measures may be appropriate depending on the subject matter of the contract, but the overall approach must be proportionate. The technical requirements must also be compliant with legislative and regulatory obligations for content and data, such as UK GDPR. The example technical security requirements set out here are intended to supplement, not replace, security schedules that will detail the total contractual security obligations and requirements that the Processor (i.e. a supplier) will be held to account to deliver under contract. Processors are also required to ensure sufficient ‘flow-down’ of legislative and regulatory obligations to any third party Sub-processors.

**External Certifications e.g.** Buyers should ensure that Suppliers hold at least Cyber Essentials certification and ISO 27001:2013 certification if proportionate to the service being procured.

**Risk Assessment e.g.** Supplier should perform a technical information risk assessment on the service supplied and be able to demonstrate what controls are in place to address those risks.

**Security Classification of Information e.g.** If the provision of the Services requires the Supplier to Process Authority/Buyer Data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or Personal Data, the Supplier shall implement such additional measures as agreed with the Authority/Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

### End User Devices e.g.

- The Supplier shall ensure that any Authority/Buyer Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority/Buyer except where the Authority/Buyer has given its prior written consent to an alternative arrangement.
- The Supplier shall ensure that any device which is used to Process Authority/Buyer Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

**Testing e.g.** The Supplier shall at their own cost and expense, procure a CHECK or CREST Certified Supplier to perform an ITHC or Penetration Test prior to any live Authority/Buyer data being transferred into their systems. The ITHC scope must be agreed with the Authority/Buyer to ensure it covers all the relevant parts of the system that processes, stores or hosts Authority/Buyer data.

**Networking e.g.** The Supplier shall ensure that any Authority/Buyer Data which it causes to be transmitted over any public network (including the Internet, mobile

networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

**Personnel Security e.g.** All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Supplier maybe required to implement additional security vetting for some roles.

**Identity, Authentication and Access Control e.g.** The Supplier must operate an appropriate access control regime to ensure that users and administrators of the service are uniquely identified. The Supplier must retain records of access to the physical sites and to the service.

**Data Destruction/Deletion e.g.** The Supplier must be able to demonstrate they can supply a copy of all data on request or at termination of the service, and must be able to securely erase or destroy all data and media that the Authority/Buyer data has been stored and processed on.

**Audit and Protective Monitoring e.g.** The Supplier shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority/Buyer Data. The retention periods for audit records and event logs must be agreed with the Authority/Buyer and documented.

**Location of Authority/Buyer Data e.g.** The Supplier shall not, and shall procure that none of its Sub-contractors, process Authority/Buyer Data outside the EEA without the prior written consent of the Authority/Buyer and the Supplier shall not change where it or any of its Sub-contractors process Authority/Buyer Data without the Authority/Buyer's prior written consent which may be subject to conditions.

**Vulnerabilities and Corrective Action e.g.** Suppliers shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.

Suppliers must ensure that all COTS Software and Third Party COTS Software be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support.

**Secure Architecture e.g.** Suppliers should design the service in accordance with:

- NCSC "[Security Design Principles for Digital Services](#)"

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- NCSC "[Bulk Data Principles](#)"
- NSCS "[Cloud Security Principles](#)"

**Annex 3 – Not Applicable**

## Joint Schedule 12 (Supply Chain Visibility)

### 1. Definitions

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

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

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

2.1 The Supplier shall:

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

## **Joint Schedule 12 (Supply Chain Visibility)**

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

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

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges where the Relevant Authority is a Central Government Body, and the total contract value is more than £5 million, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
  - (a) the total contract revenue received directly on the Contract;
  - (b) the total value of sub-contracted revenues under the Contract  
(including revenues for non-SMEs/non-VCSEs); and
  - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

## **Annex 1**

### **Supply Chain Information Report template**



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

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

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

Call-Off Ref:

Crown Copyright 2018

**Annex A: List of Transparency Reports**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Service Levels	A list of the Service Levels that have been agreed as at the Contract Start Date.	Word or Excel	To be provided once within 30 calendar days of the Start Date to enable publication on the Buyer's Contracts Finder portal
Charges	Overall Total Contract Value as well as the total Contract value per Contract Year (including the Extension Periods)	Word or Excel	To be provided once within 30 calendar days of the Start Date to enable publication on the Buyer's Contracts Finder portal

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

Call-Off Ref:

Crown Copyright 2018

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

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

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

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

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

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

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

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

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

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

### **1. Definitions**

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

**“Acquired Rights Directive”** 1 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;

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

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### **"Employee Liability"**

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

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

### **"Former Supplier"**

a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

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<b>"New Fair Deal"</b>	<p>the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including:</p> <ul style="list-style-type: none"><li>(i) any amendments to that document immediately prior to the Relevant Transfer Date; and</li><li>(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;</li></ul>
<b>"Old Fair Deal"</b>	<p>HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;</p>
<b>"Partial Termination"</b>	<p>the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);</p>
<b>"Relevant Transfer"</b>	<p>a transfer of employment to which the Employment Regulations applies;</p>
<b>"Relevant Transfer Date"</b>	<p>in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;</p>

**"Staffing  
Information"**

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

## Call-Off Schedule 2 (Staff Transfer)

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

**"Supplier's Final Supplier Personnel List"** a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

**"Supplier's Provisional Supplier Personnel List"** a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

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

**"Transferring Buyer Employees"** those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;

**"Transferring Former Supplier Employees"** in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

## 2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

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

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- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

### **3. Which parts of this Schedule apply**

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

Part E (Staff Transfer on Exit)

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

Call-Off Ref:

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**PART A: NOT APPLICABLE**

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

Call-Off Ref:

Crown Copyright 2018

**PART B: NOT APPLICABLE**

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

Call-Off Ref:

Crown Copyright 2018

**PART C: NOT APPLICABLE**

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

Call-Off Ref:

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**PART D: NOT APPLICABLE**

## Part E: Staff Transfer on Exit

### 1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

## Call-Off Schedule 2 (Staff Transfer)

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- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer

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

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Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

## **2. Staff Transfer when the contract ends**

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including)

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the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
  - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

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- (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
  - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

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- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
  - 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
    - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
    - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
  - 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
  - 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
    - 2.7.1 no such offer has been made:
    - 2.7.2 such offer has been made but not accepted; or
    - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
  - 2.9 The indemnity in Paragraph 2.8:
    - 2.9.1 shall not apply to:

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- (a) any claim for:
  - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
  - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

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- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
  - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
    - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
  - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
  - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or

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- working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement

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Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

## Call-Off Schedule 3 (Continuous Improvement)

### 1. Buyer's Rights

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

### 2. Supplier's Obligations

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

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

Call-Off Ref:

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(100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

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

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

Call-Off Ref:

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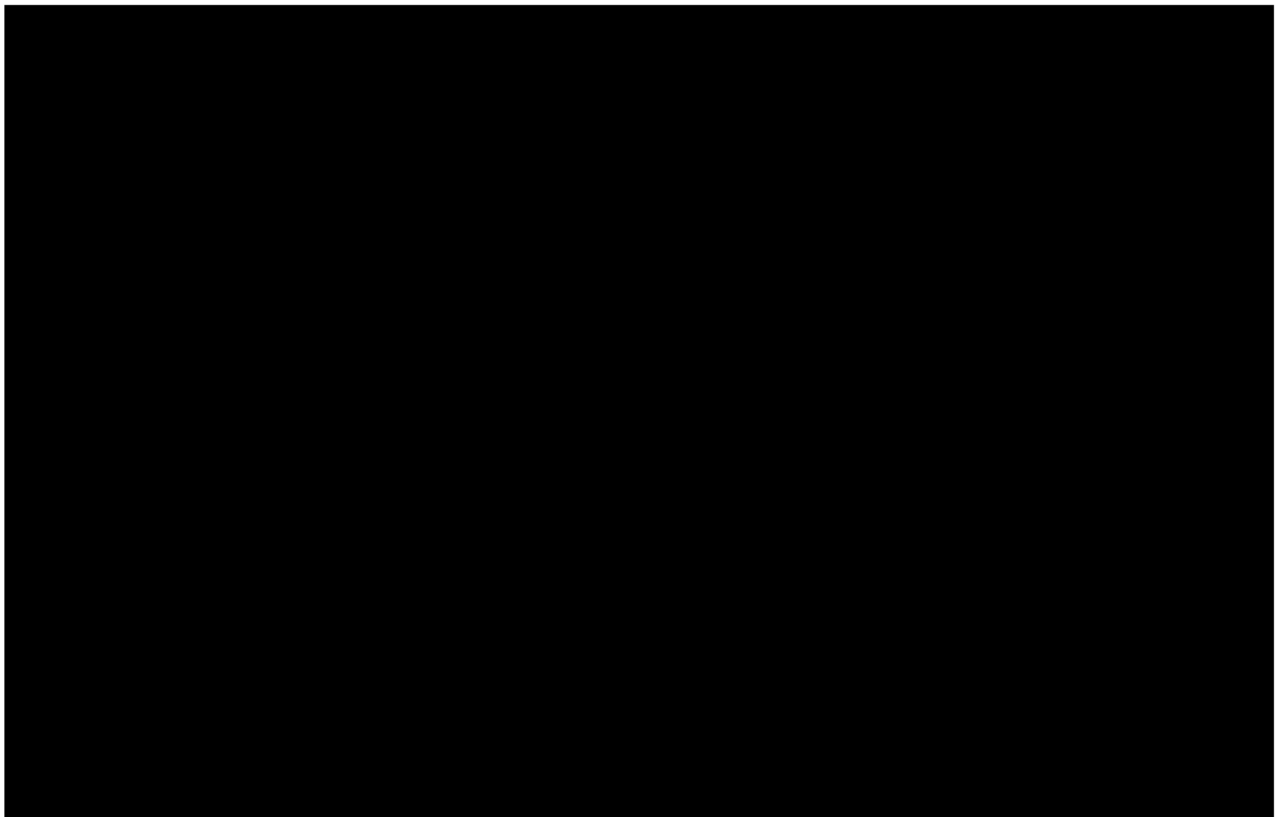
## **Call-Off Schedule 5 (Pricing Details)**

The charges shall be calculated in accordance with the terms of this Schedule and Contract only.

The charges cannot be increased except as specifically permitted by this Schedule and shall only be subject to indexation where specifically stated in the Order Form.

Any variation to the Charges payable under a contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in Joint Schedule 2- Variation form.

Service Management Charges shall begin from the deployment of the first device within the Pilot Phase and continue through national roll out.



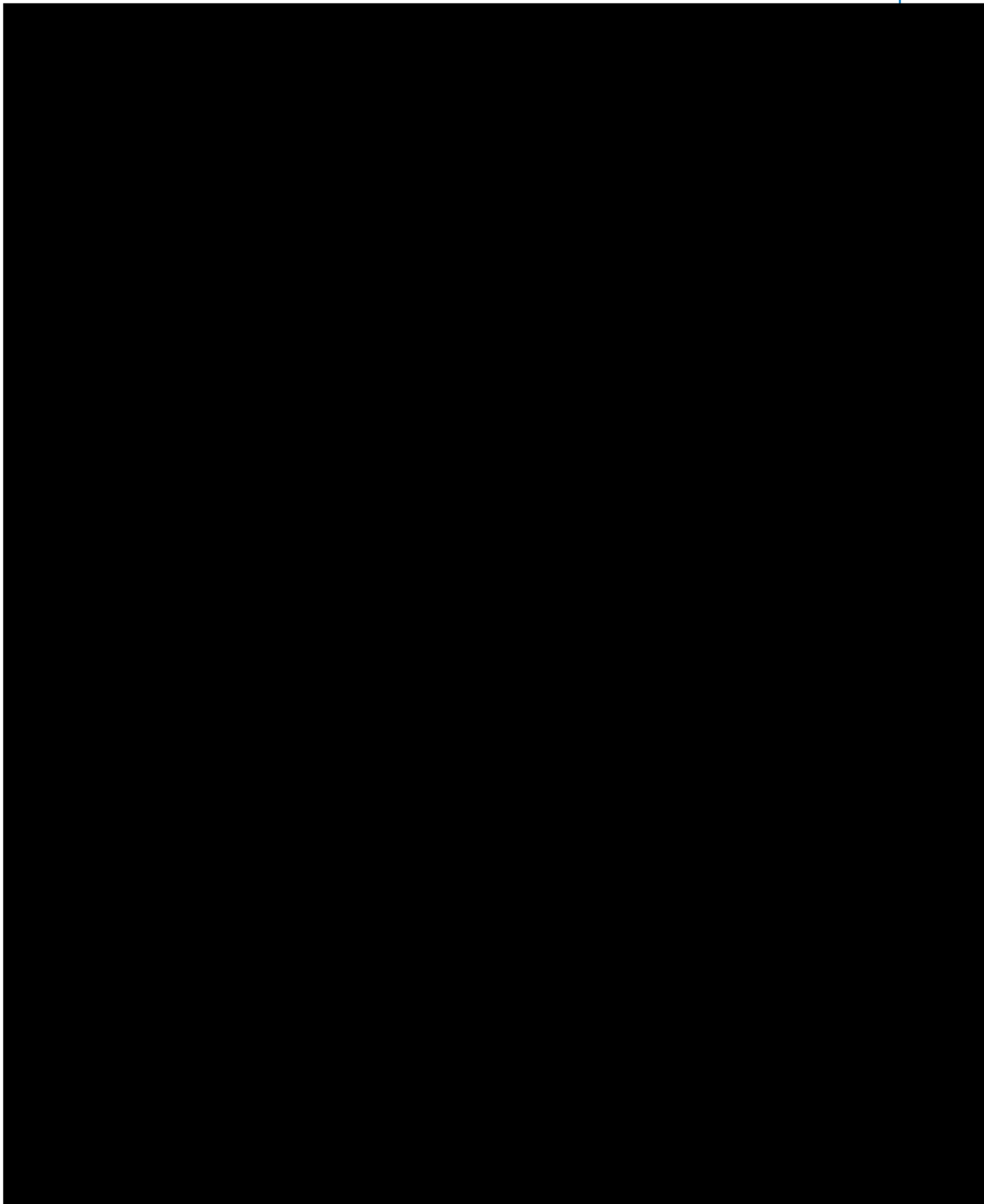
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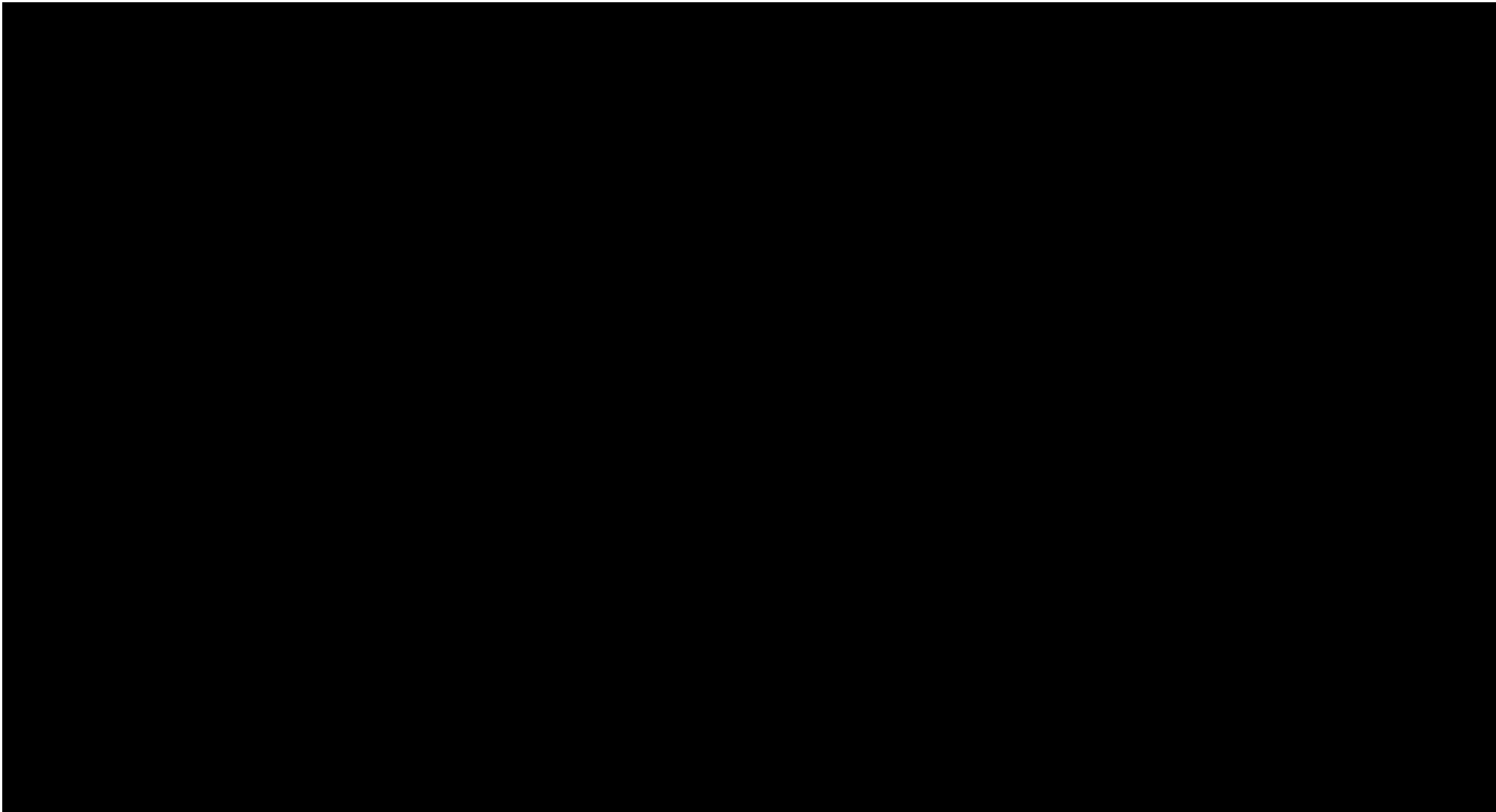
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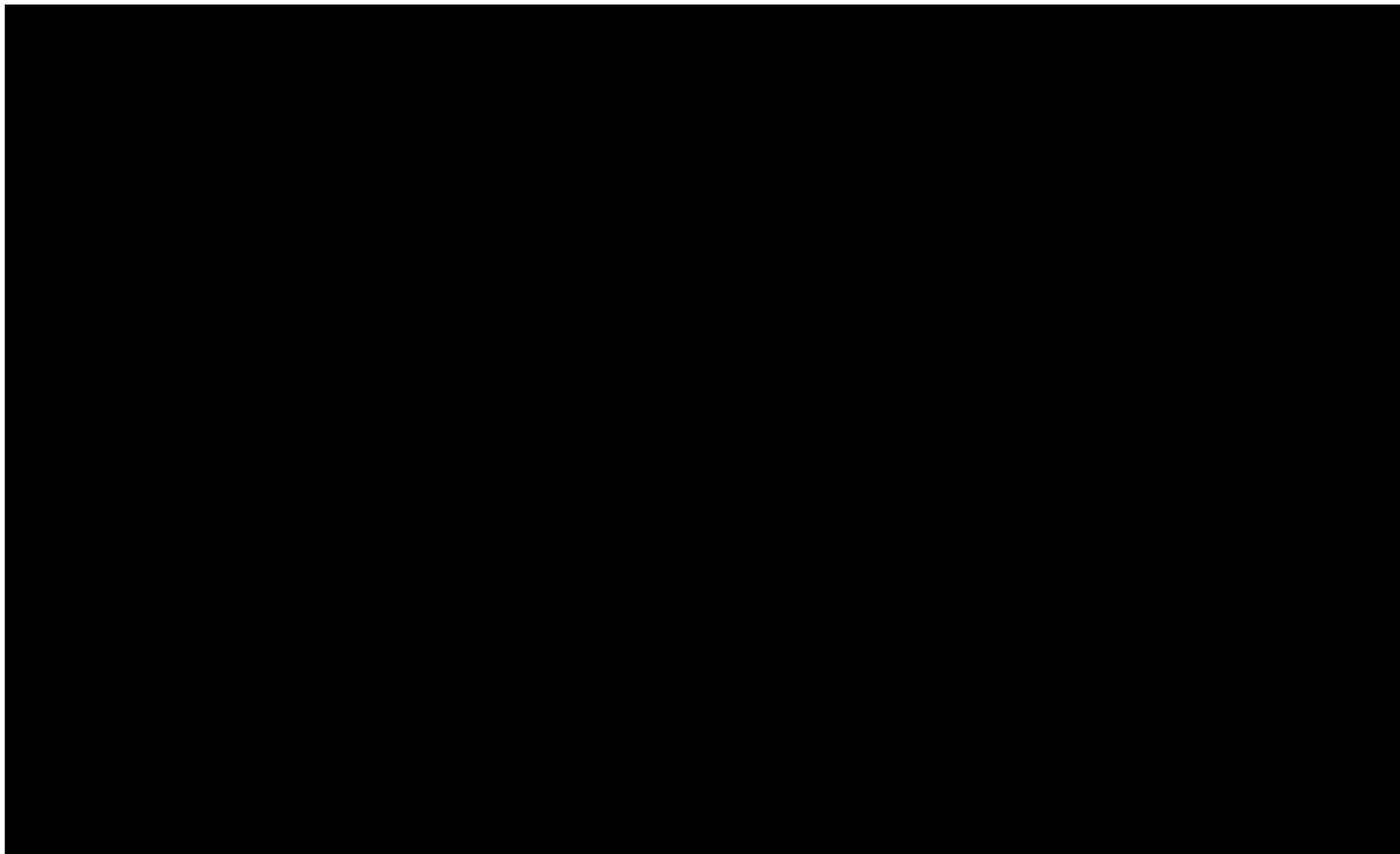
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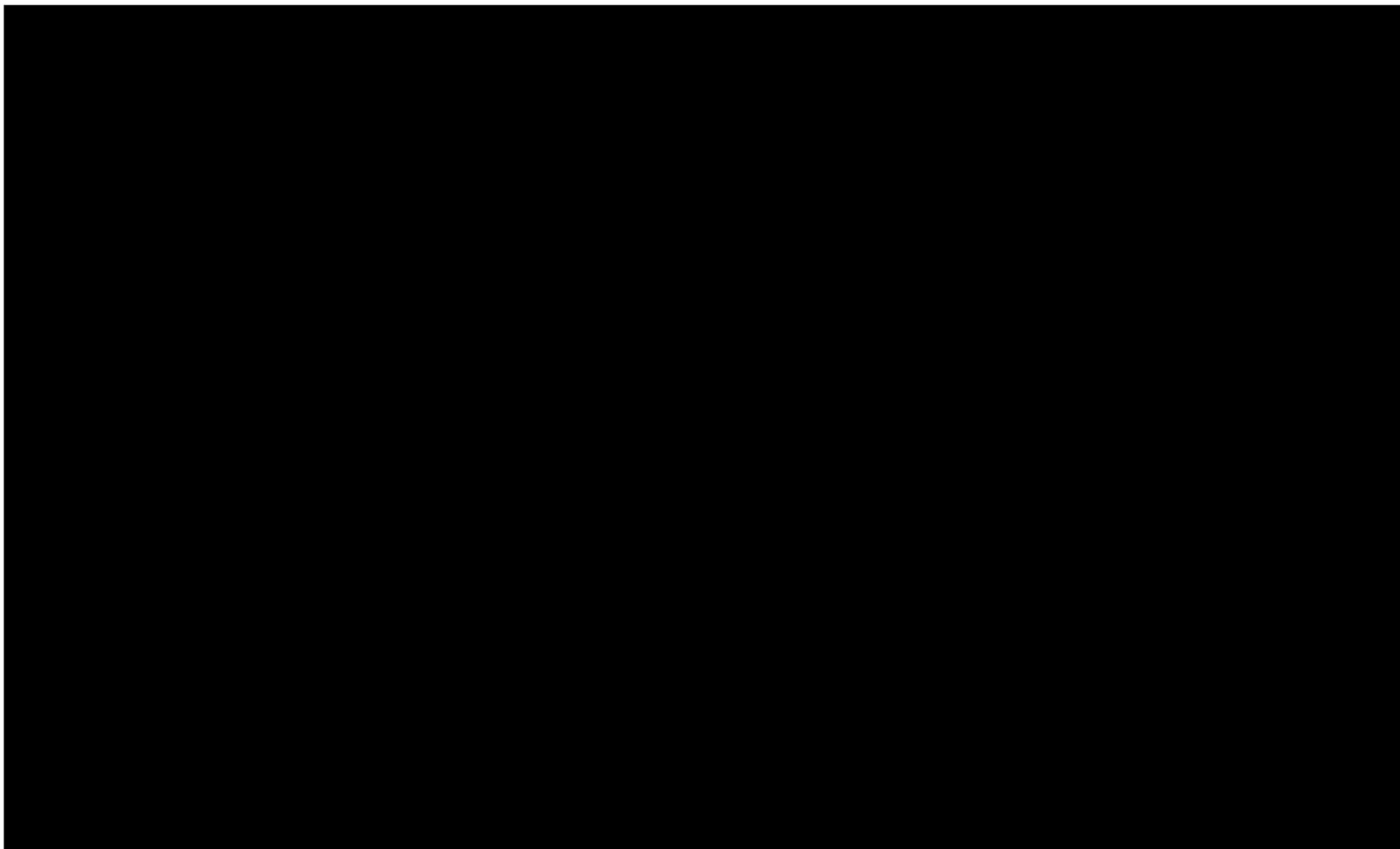
Supplier Rate Card

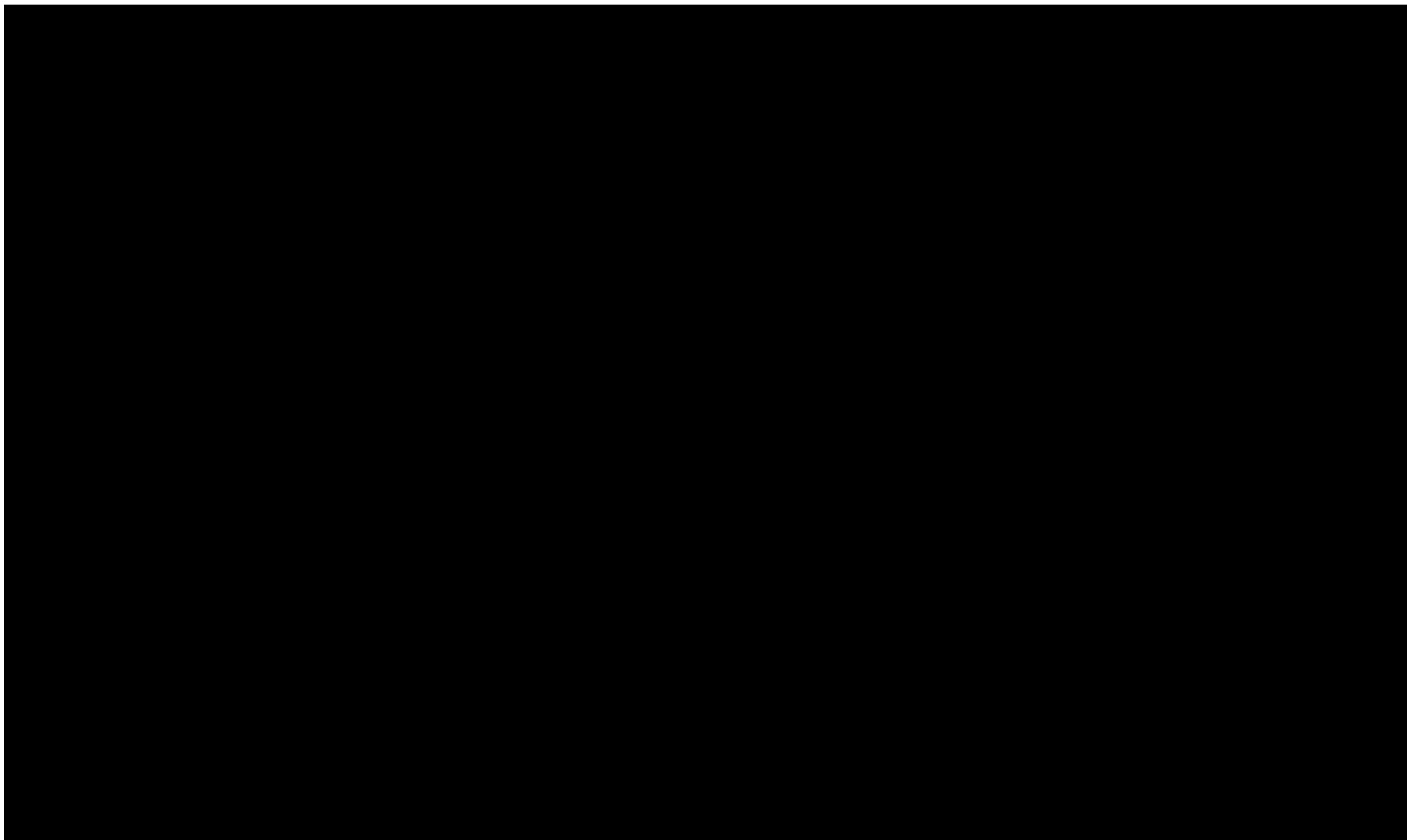


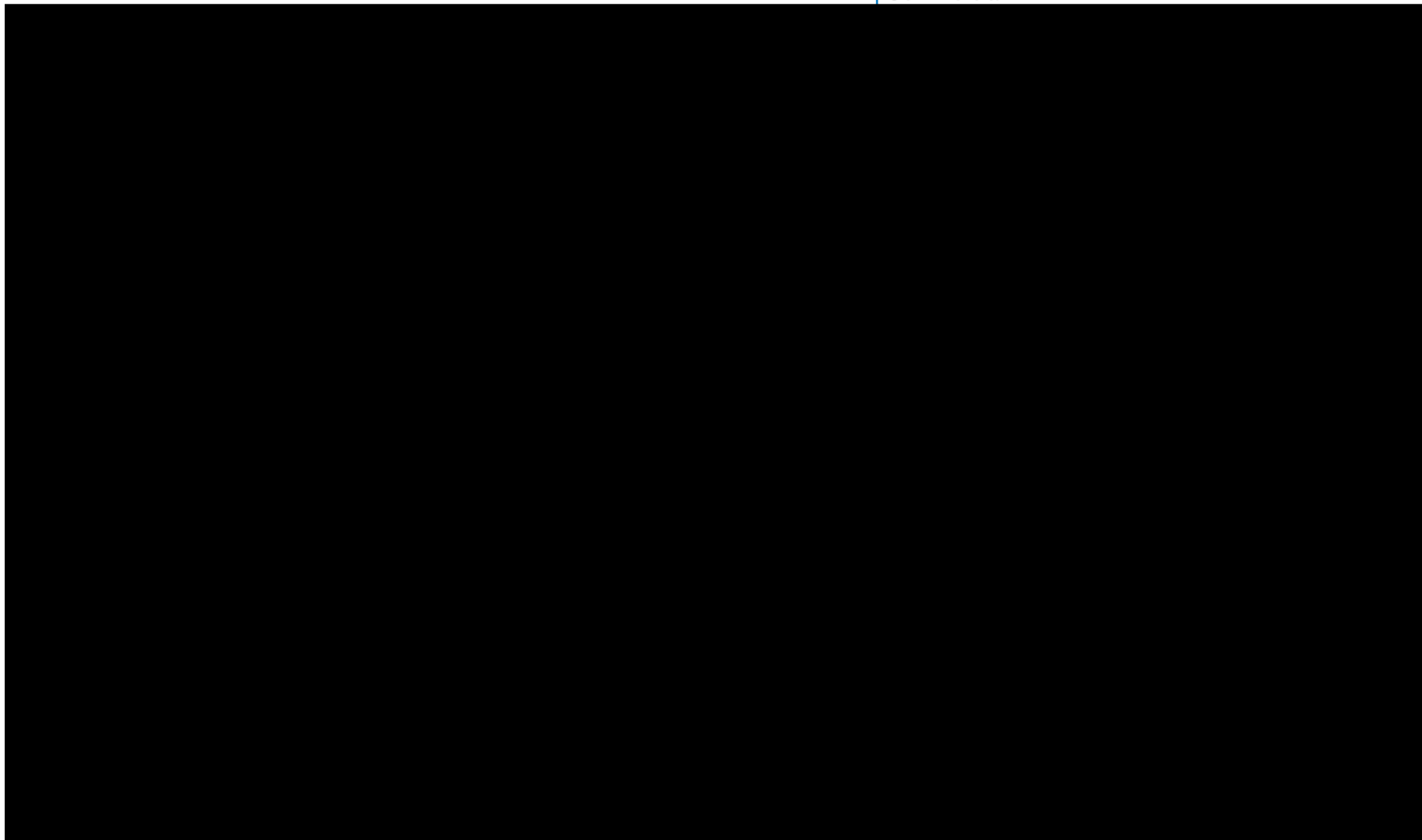


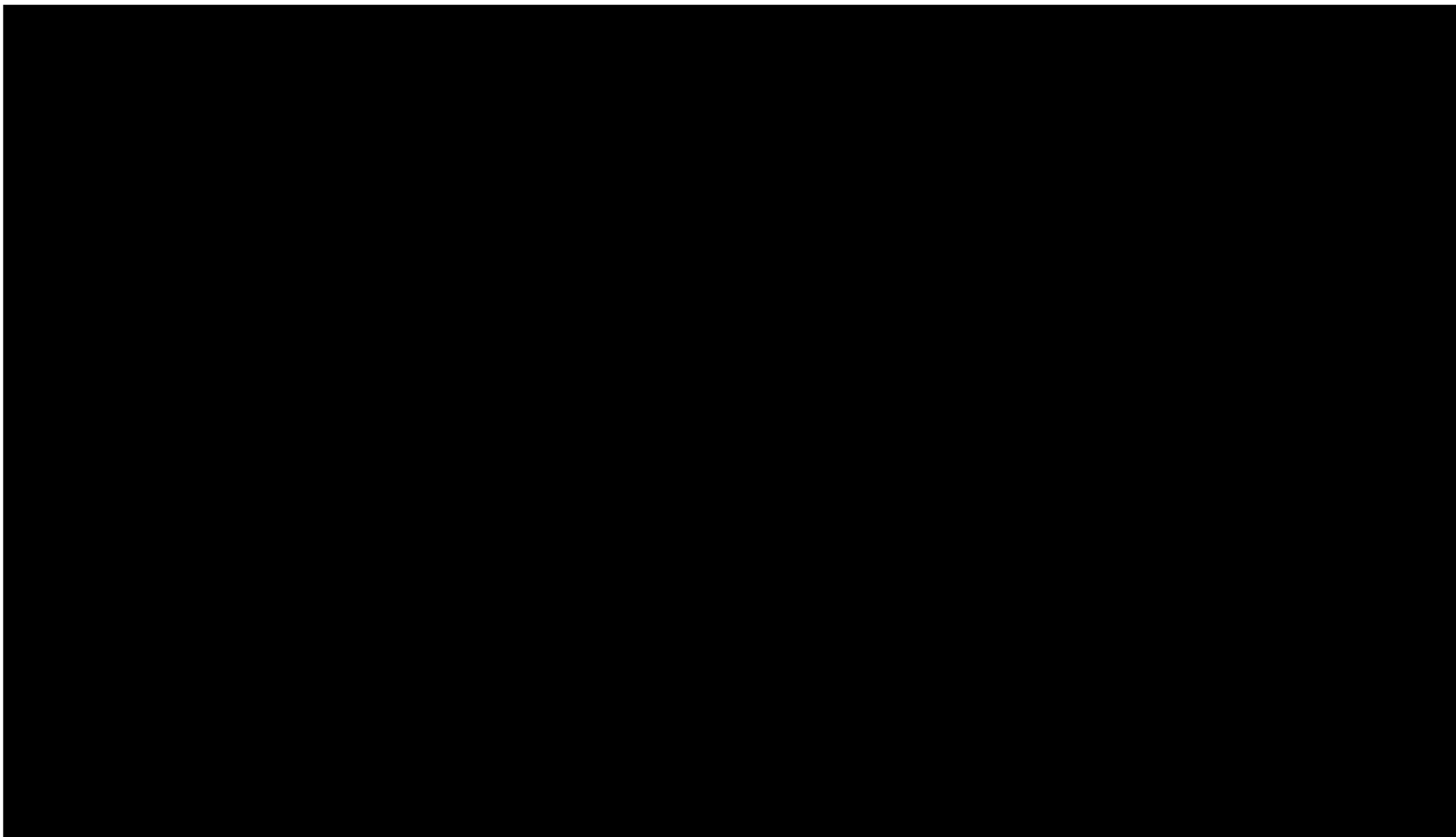


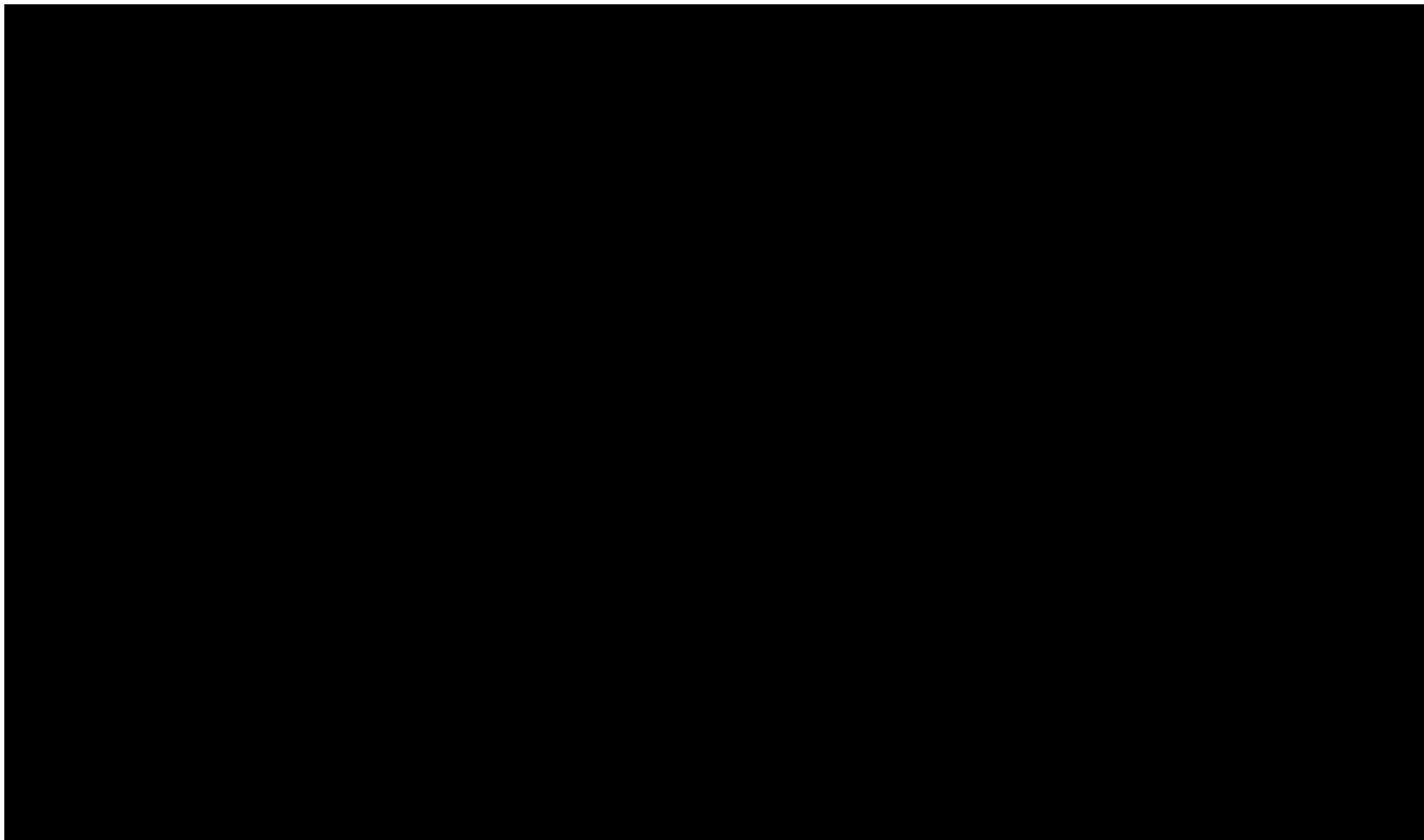
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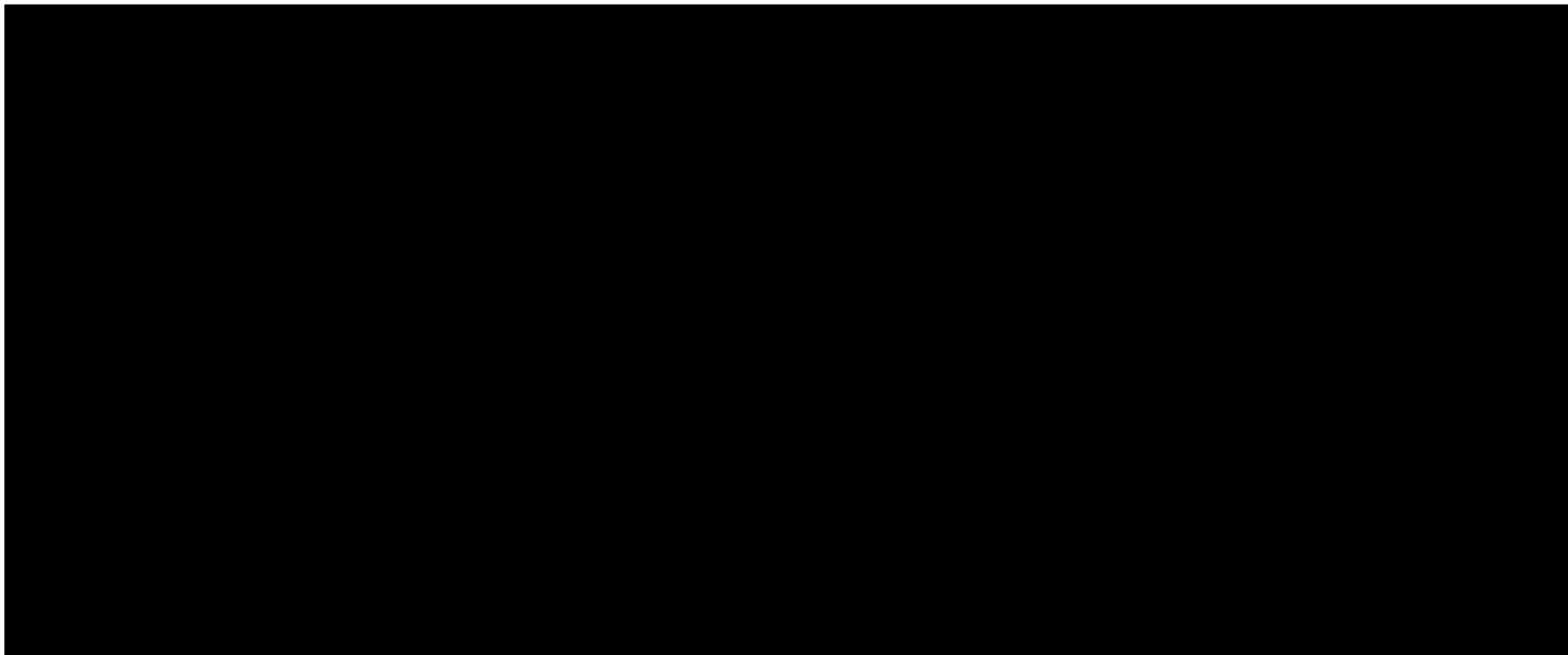




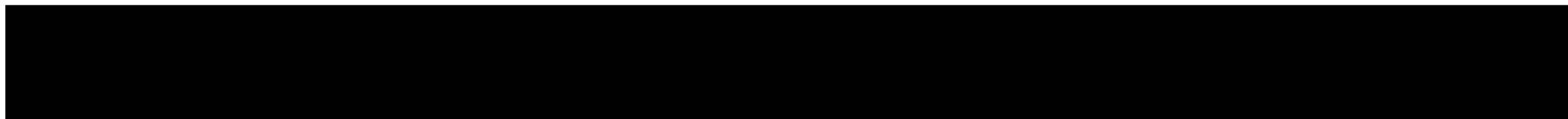






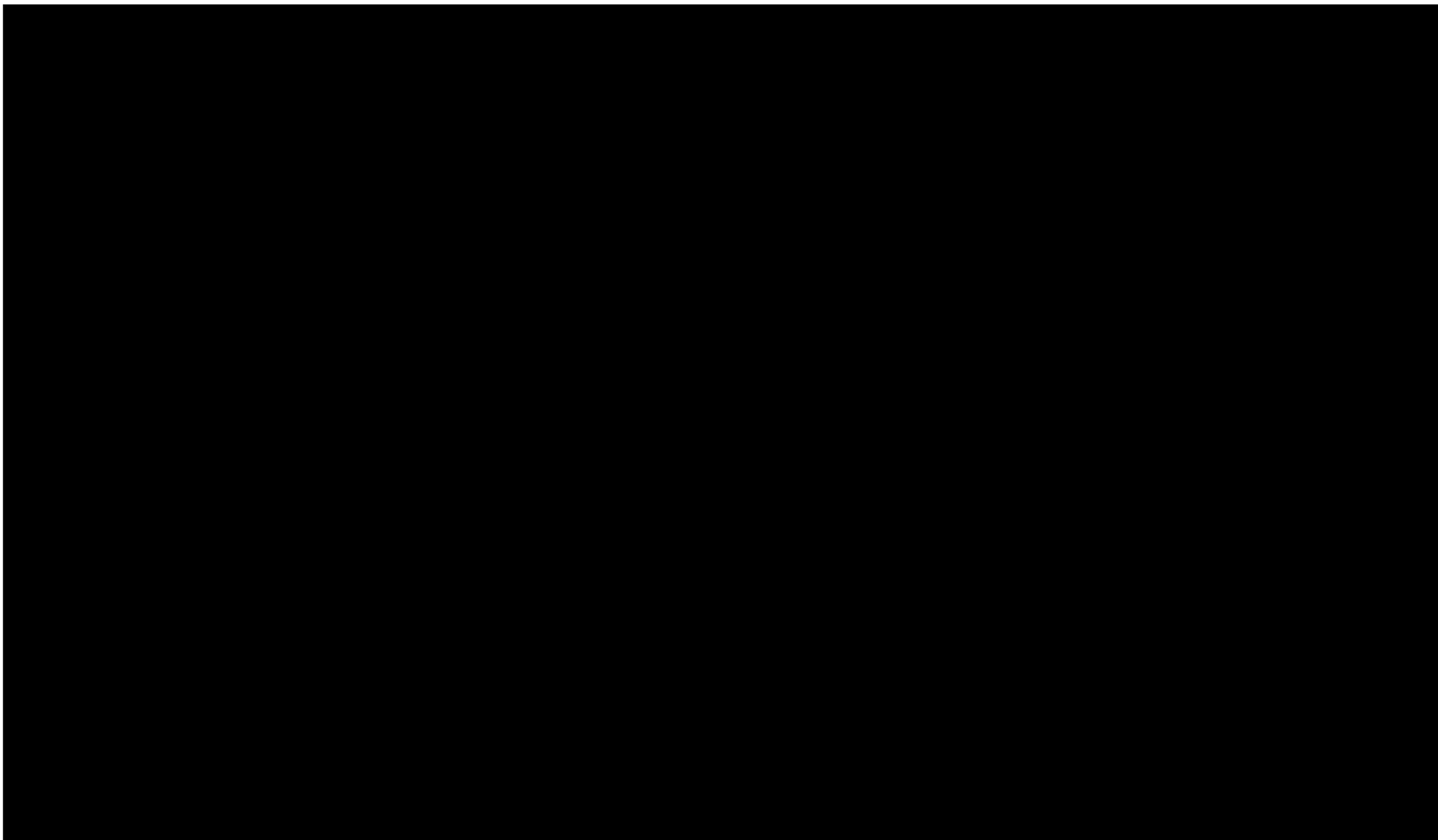


## Hardware Element



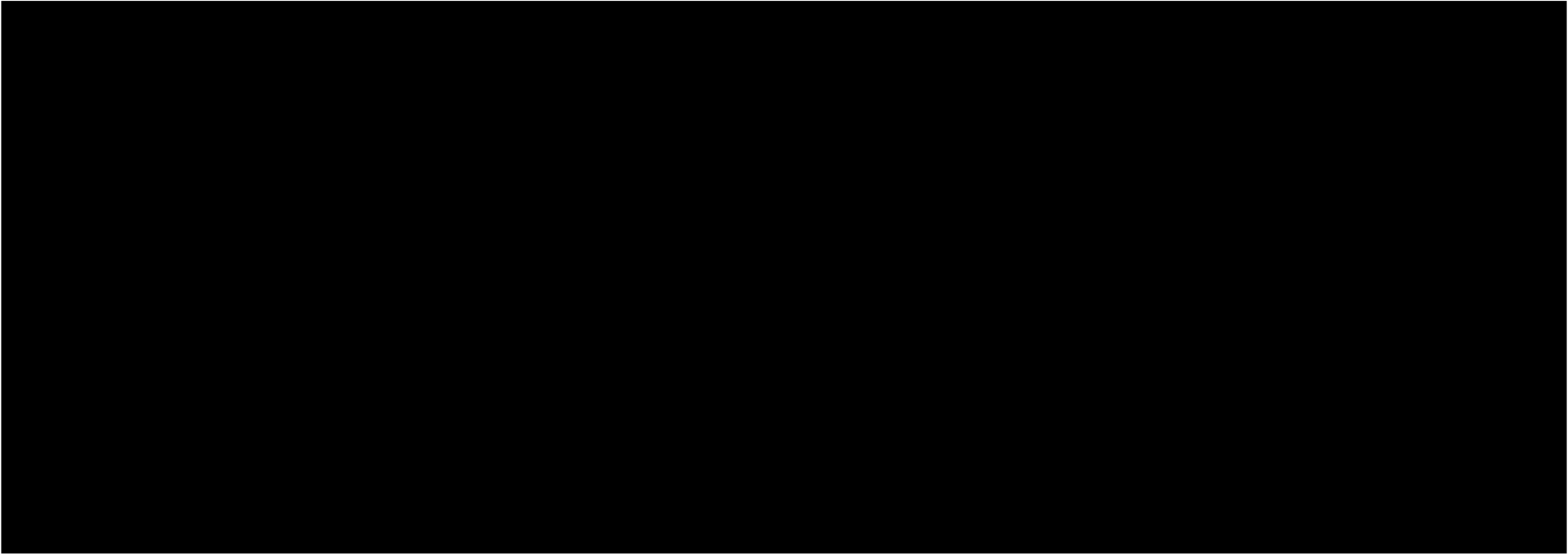
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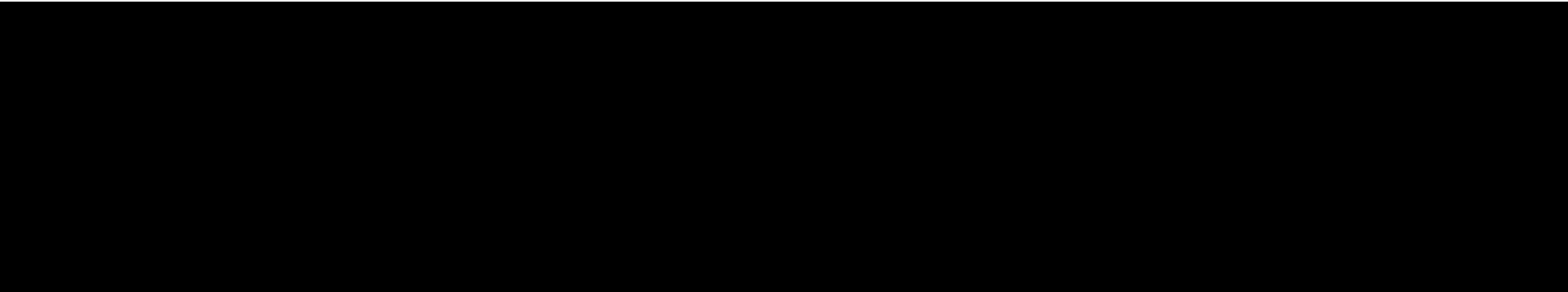


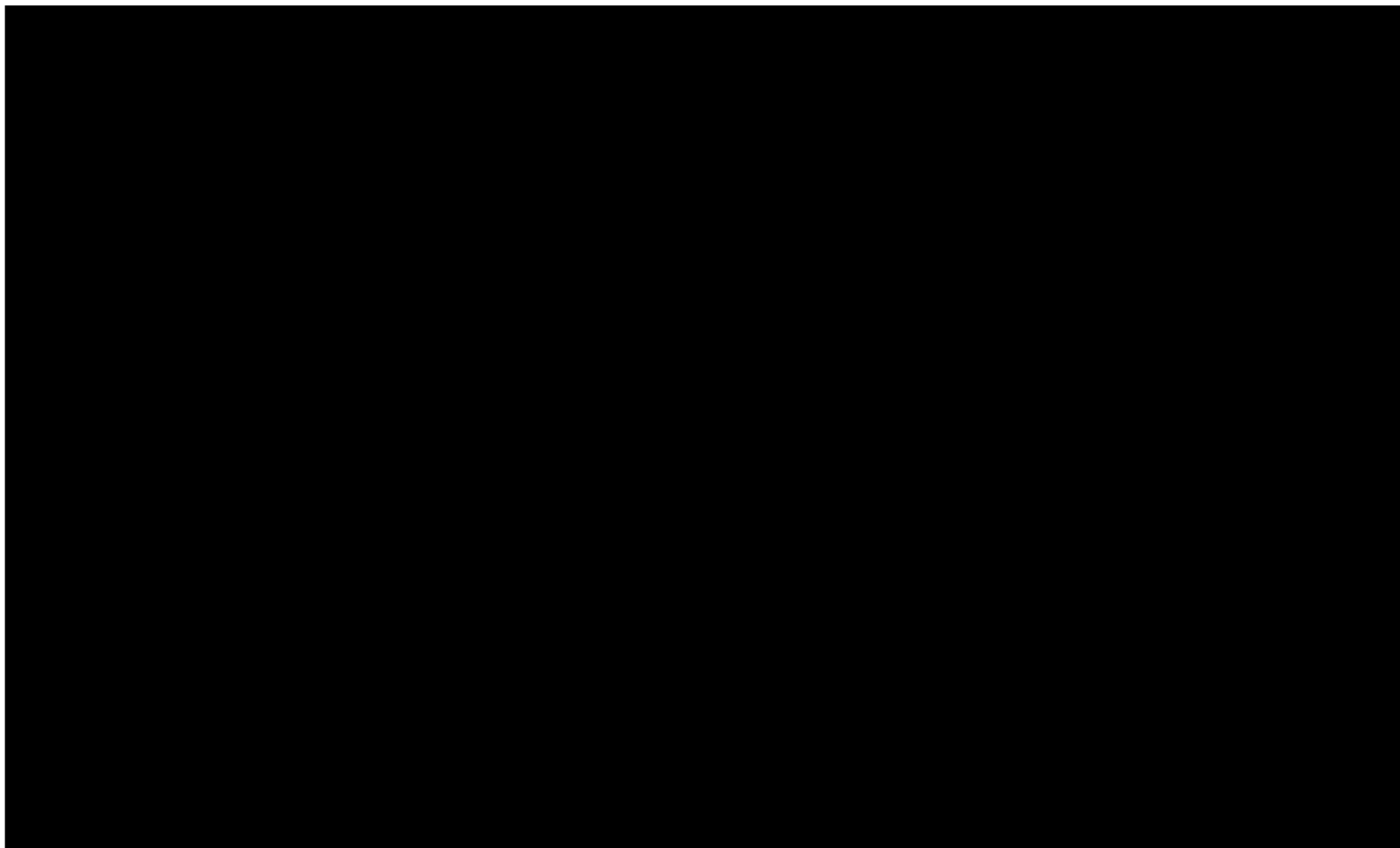
In the event of vendor pricing changes during the term of this Agreement, any such changes shall be passed on to the Customer during the extension years of this Agreement. The lease price for each extension year will be calculated using the same pricing methodology as applied during the initial term of the Agreement. Adjustments will solely reflect the impact of the price changes from the vendor, on the applicable devices.

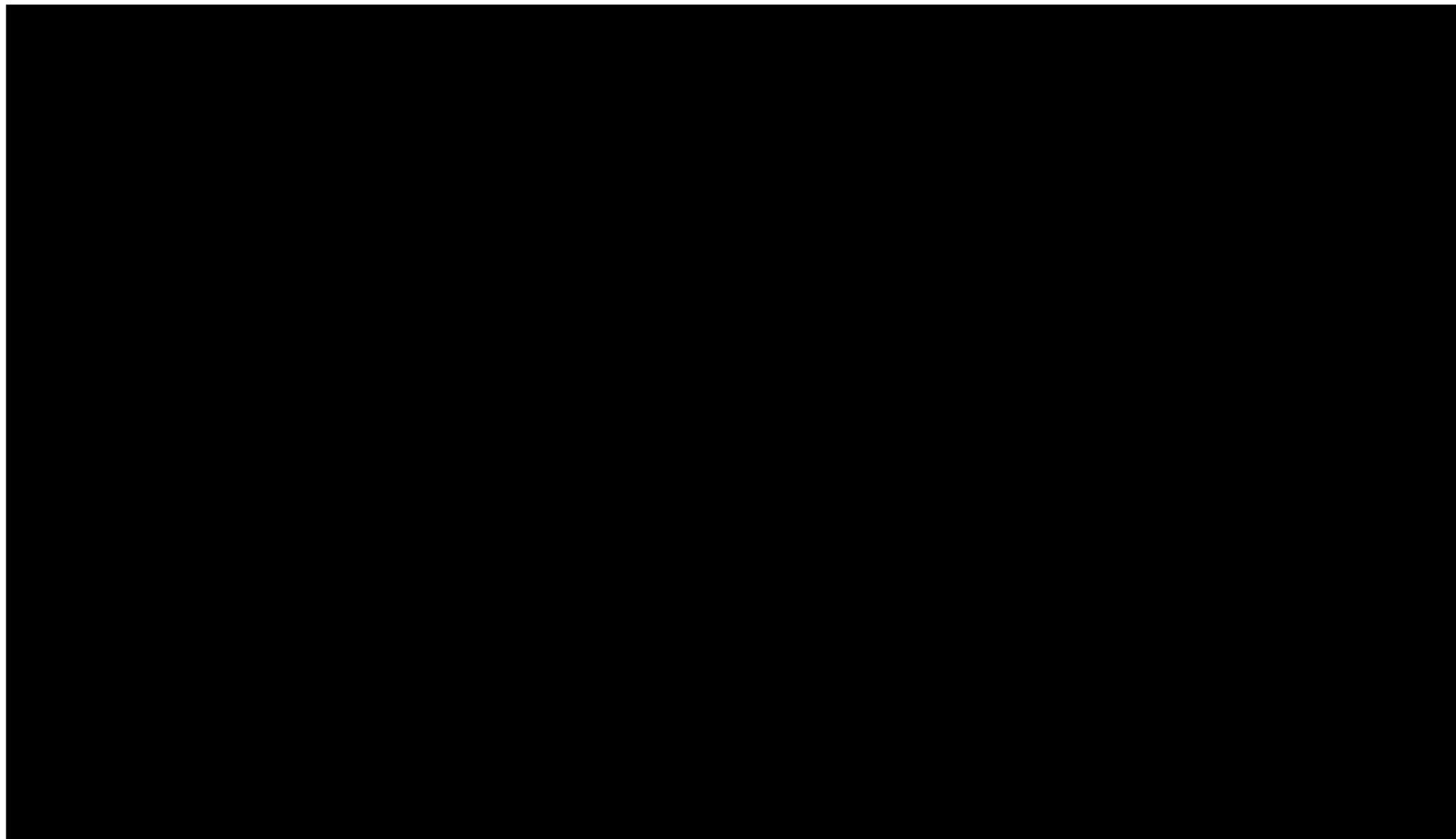
## Charging Trolley options

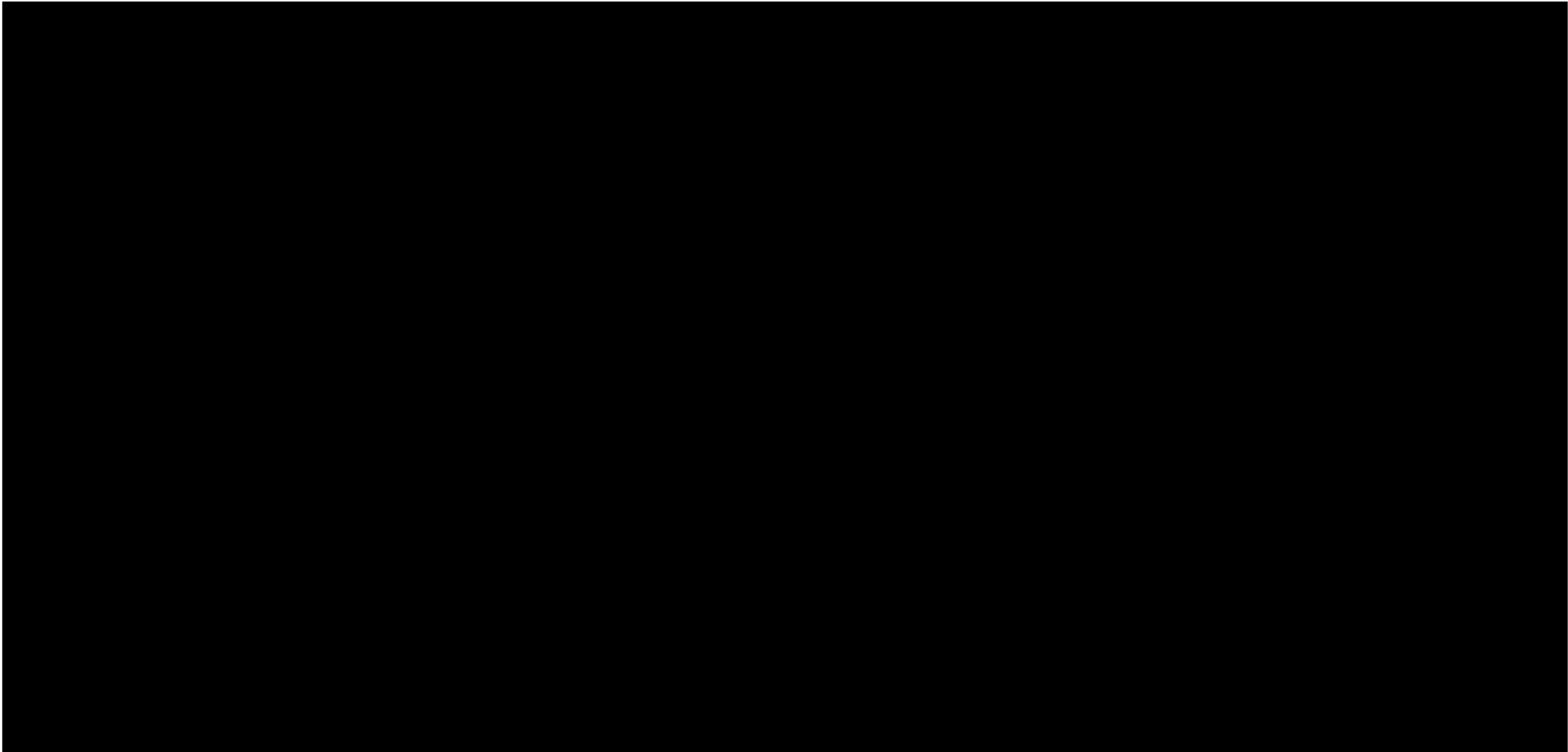


Product Bundles      Hardware Element tab has additional lines added to cater for the different accessories to support each device type and should be viewed as Bundle options - the below provides the pricing for each device with associated companion items for each bundle type





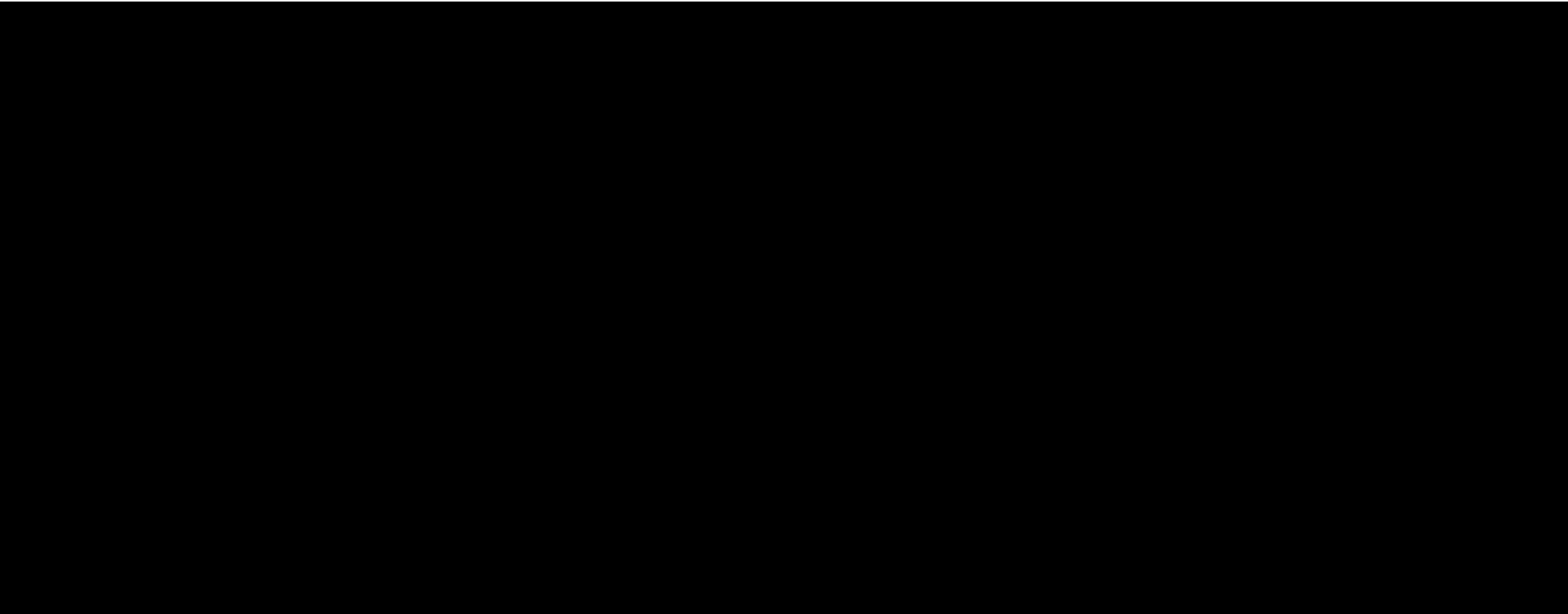




Hardware Lease  
Volume Bandings

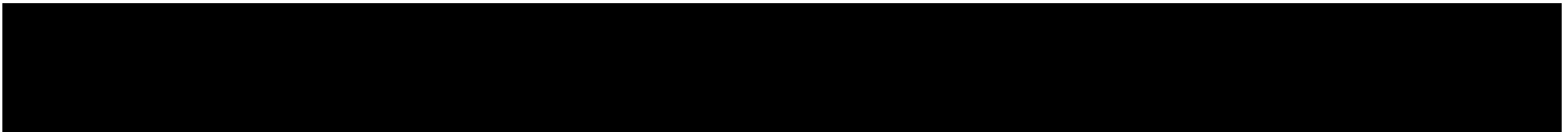
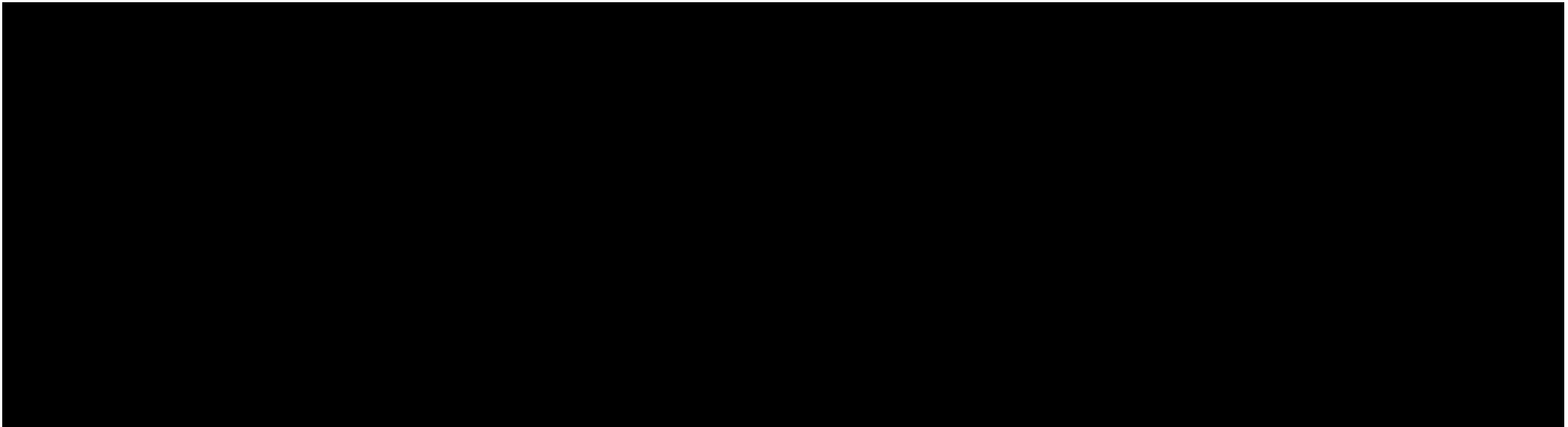
Banding charges will apply based across three pricing tiers. These bandings will not apply retrospectively to existing assets on lease, with the improved monthly device charges only applying once the banding threshold has been achieved and only to assets added while within that tiering bracket.

Bandings	Device Quantity
Tier 1	1-1001
Tier 2	1001 - 5000
Tier 3	5001+

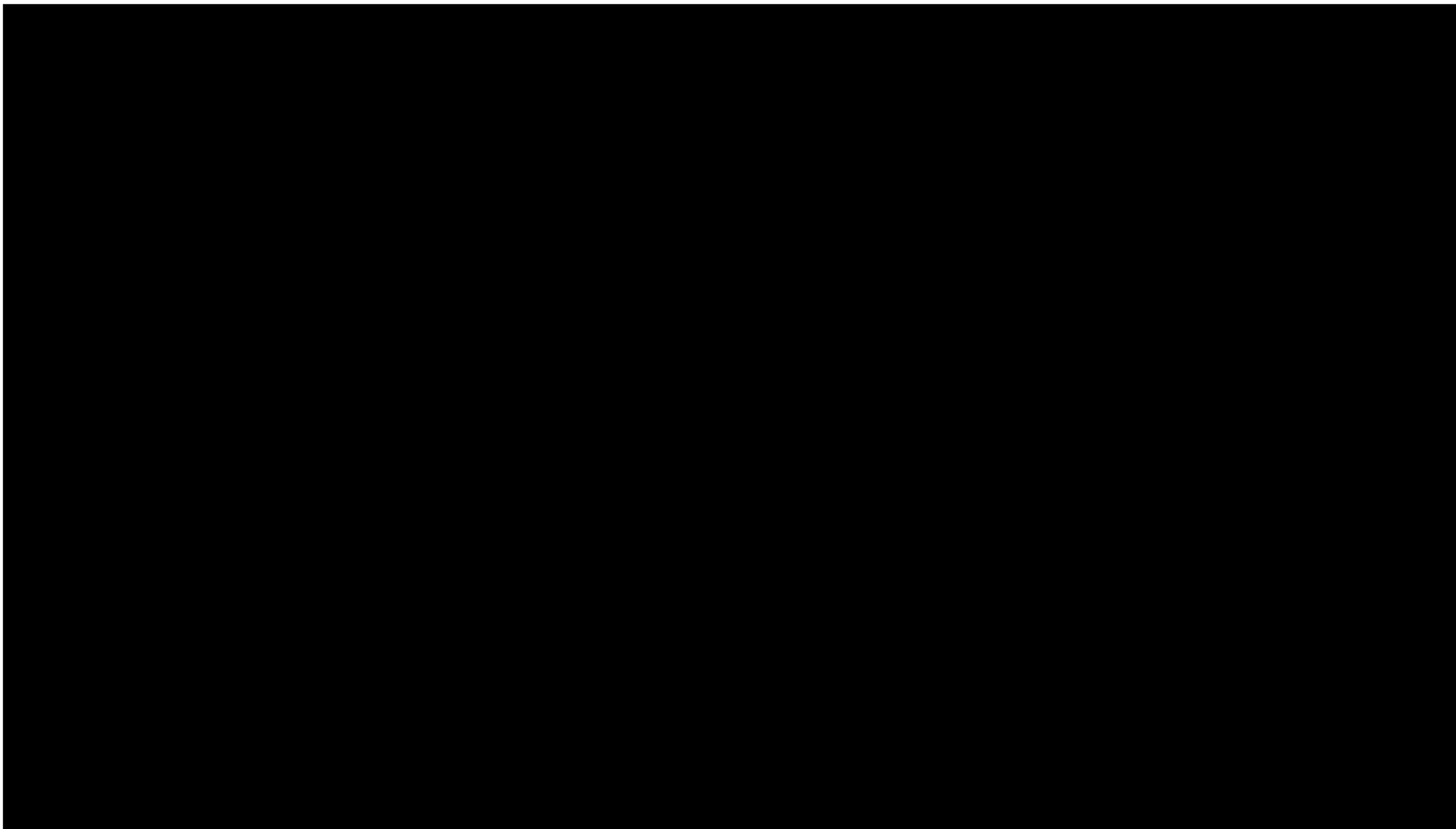


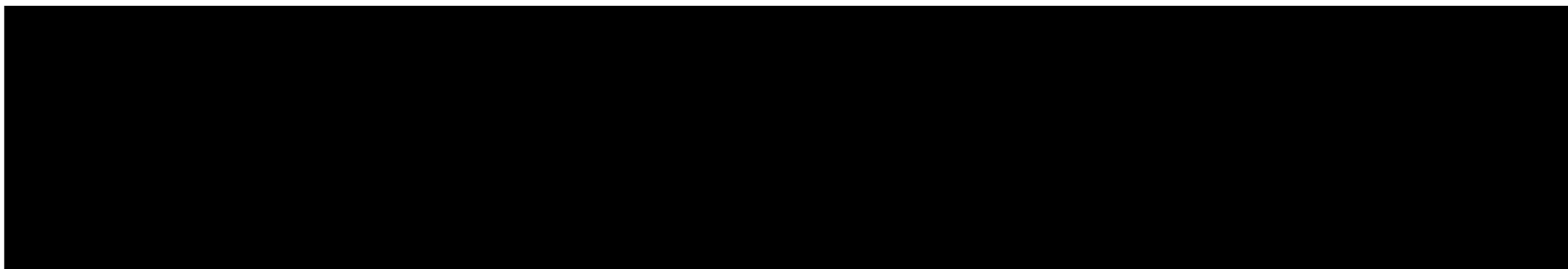
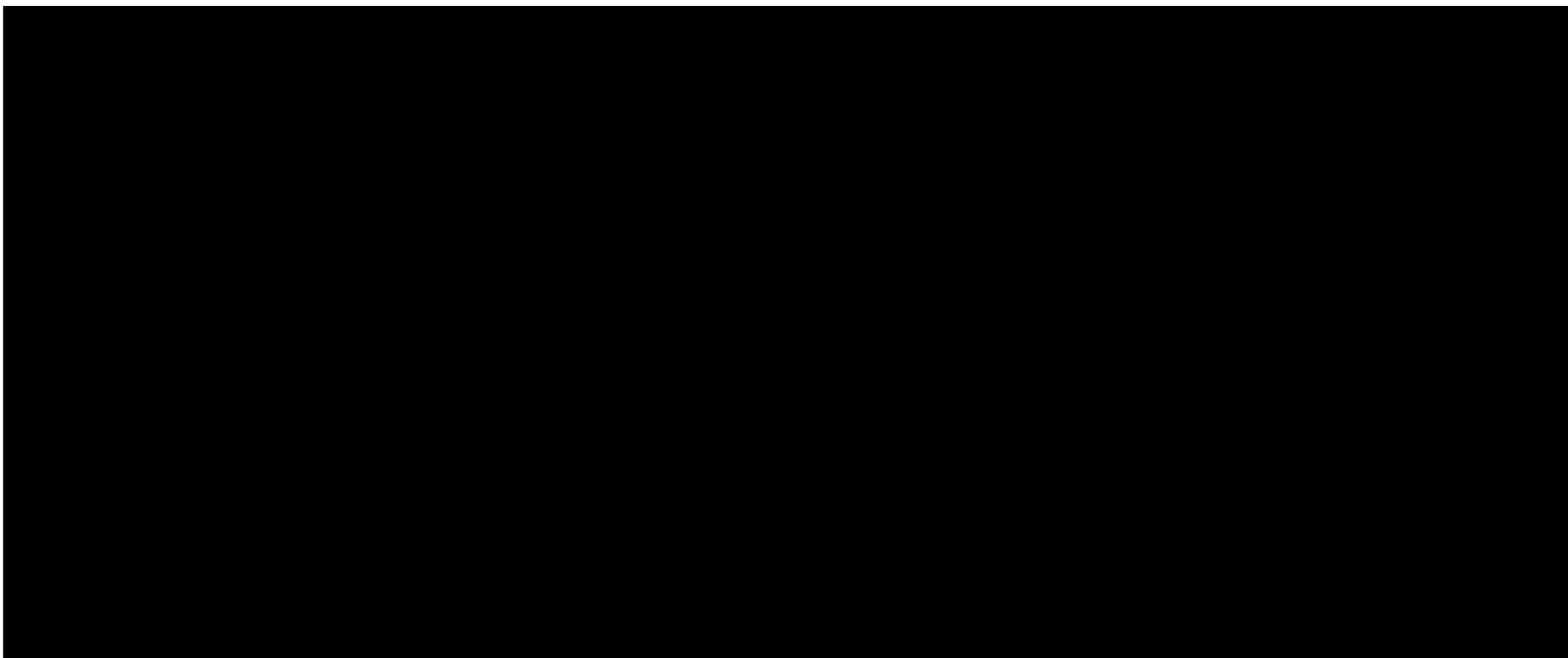
Hardware leasing required a minimum term of 12 months per product. This includes devices added mid-term of a contract year. There is no option of pro-rata value for the remaining term of the contract.

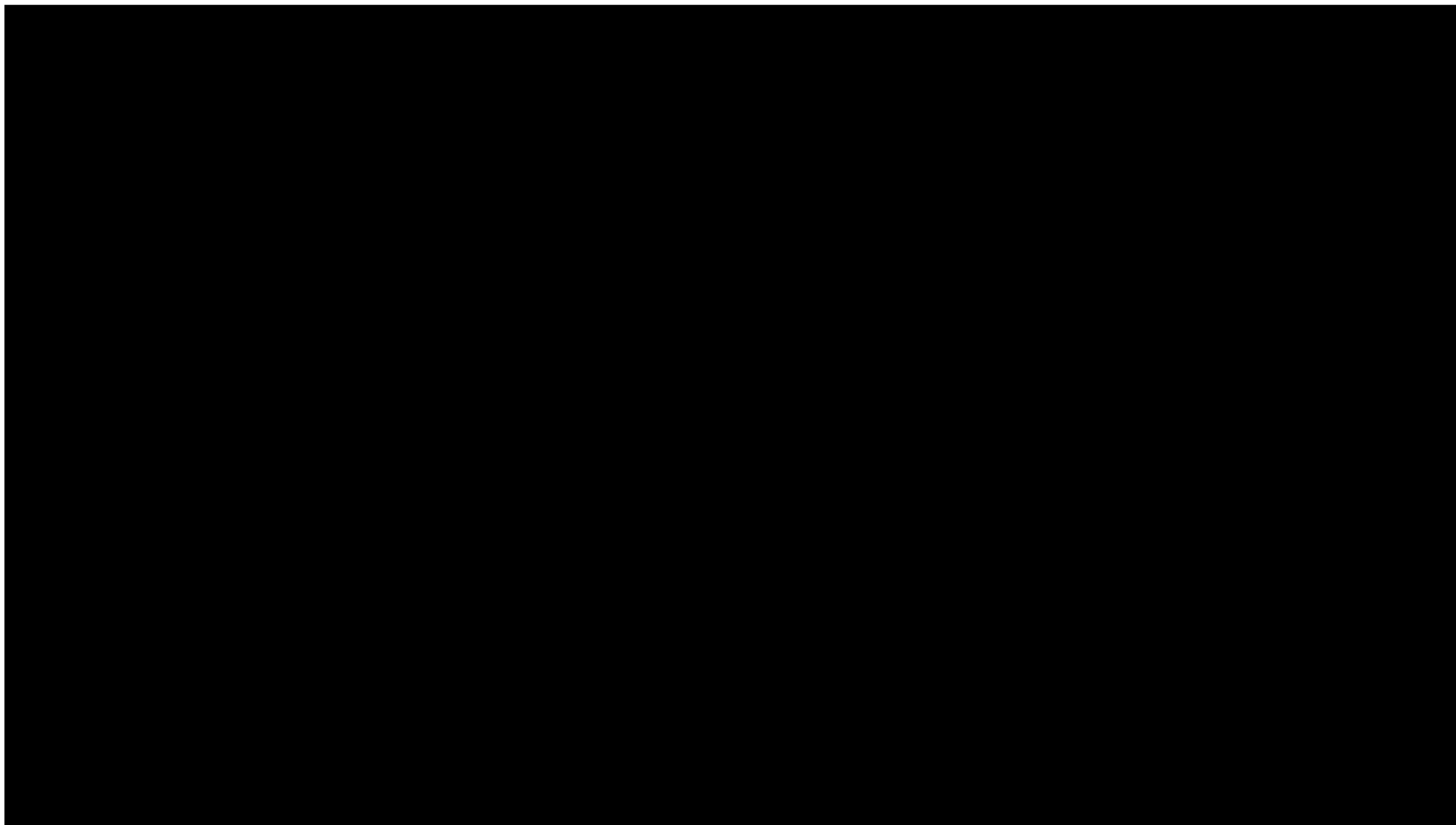
## **Managed Service charges**

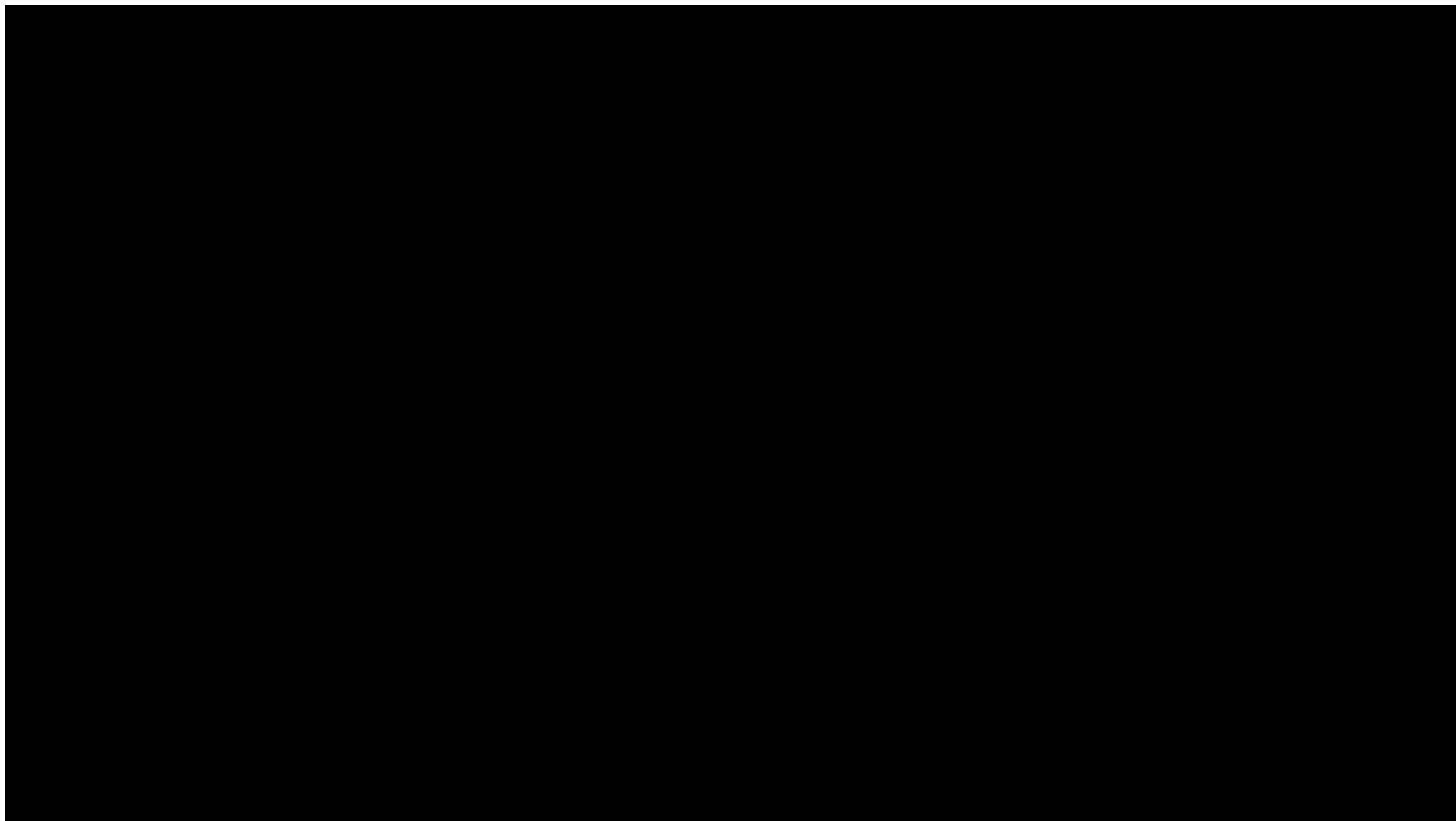


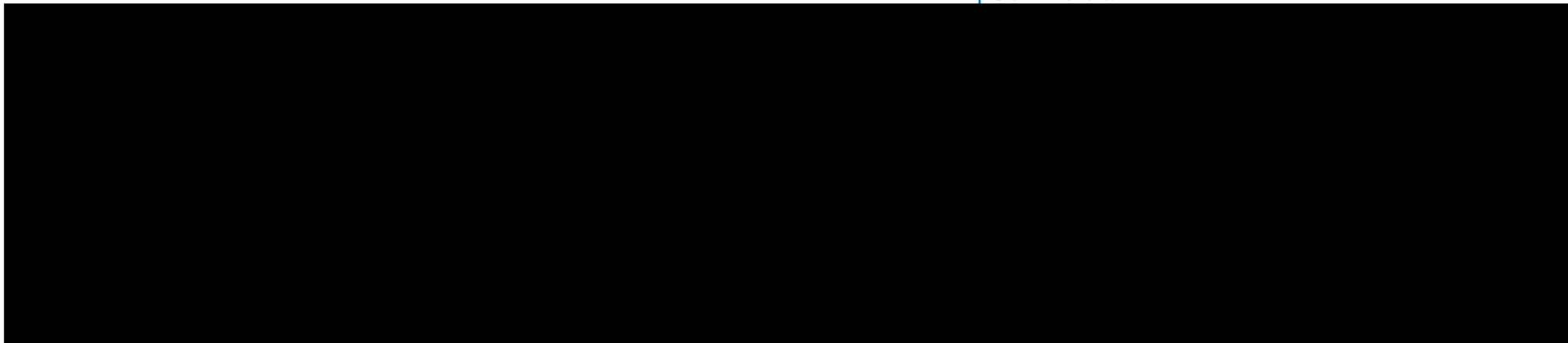
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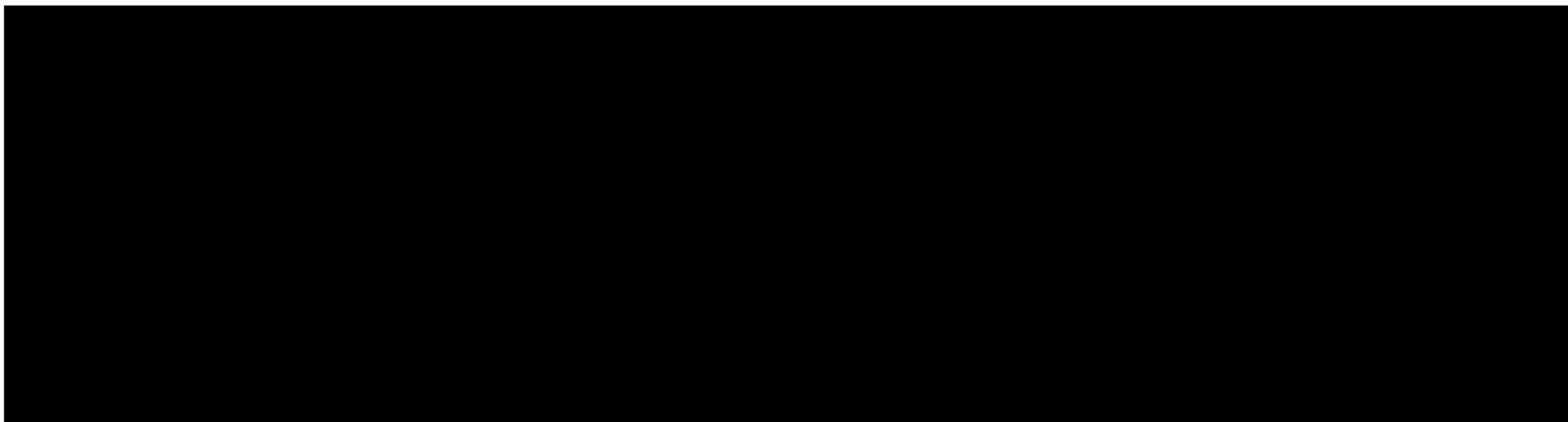


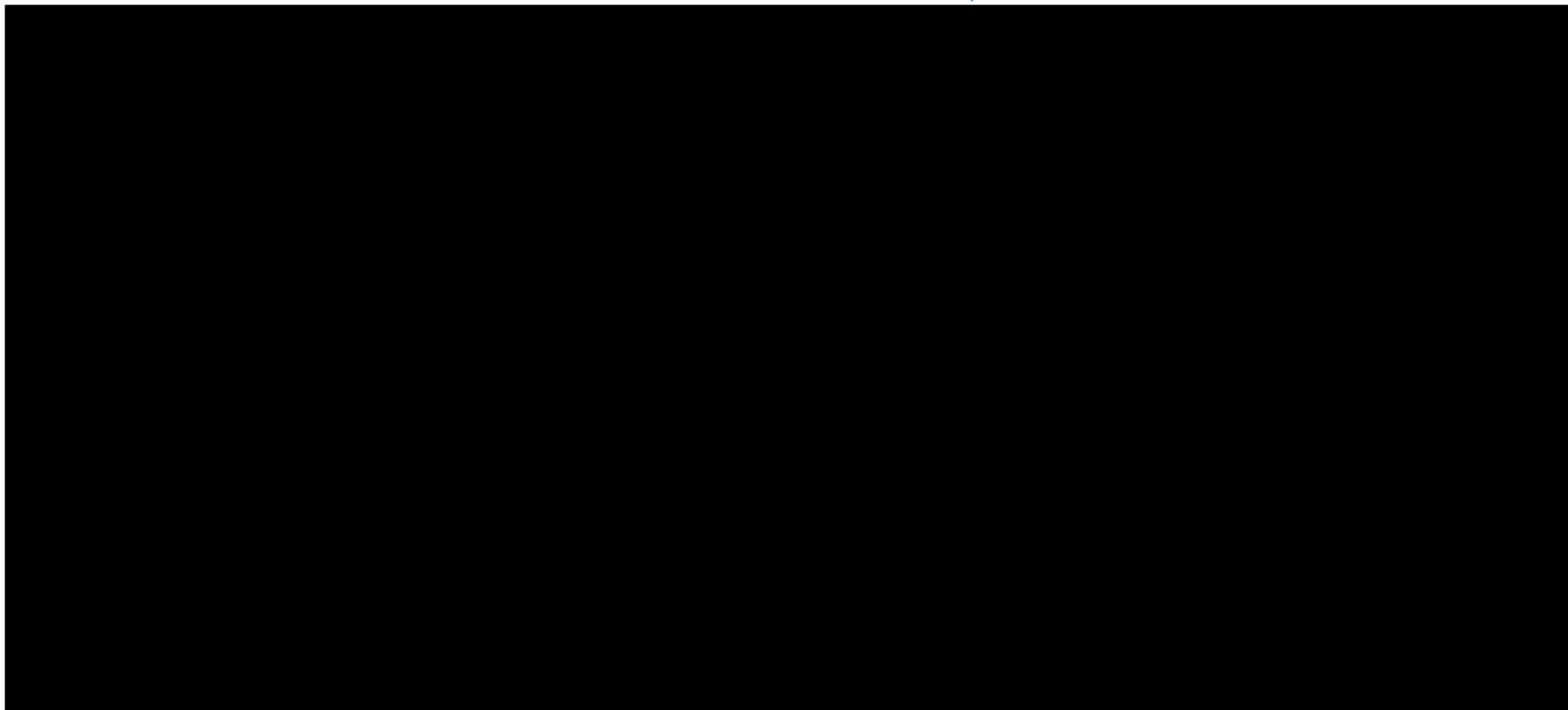




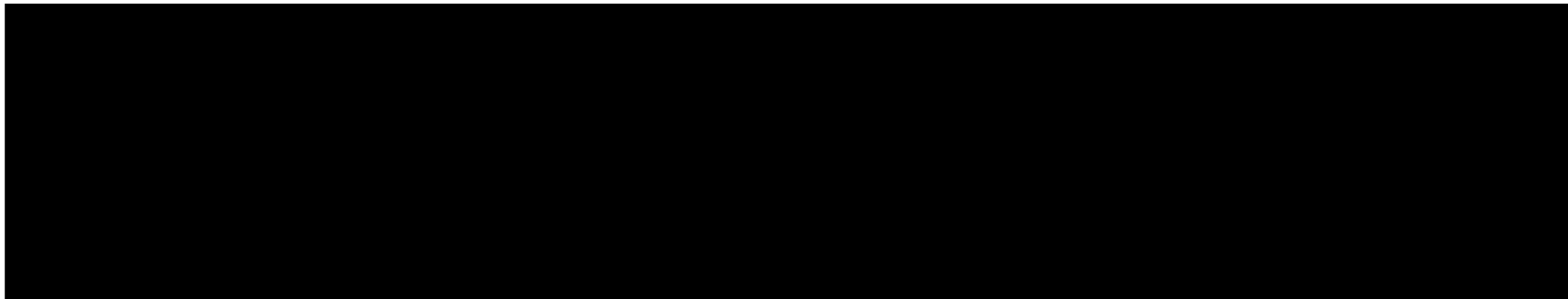
## Deployment

Courtroom rollout – inclusive of onsite engineer





## Asset Management



## Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

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### Service Management

Year 1 pricing is based on Estimated Device Volumes during contract year 1

Contract years 2, 3 and 4 show increased Service Management cost in line with the projected national rollout plan increasing the estate size to circa 30,000 devices over 4 years

"We have estimated the service management charges for years 2 to 4 of the contract term, recognising that the contract includes a 12-month initial period with the possibility of three 1-year extensions (1+1+1). While there is no firm commitment for a 4-year duration, we have provided an indicative pricing structure for each of these additional years. It is important to note that the service management charges will be reviewed at each renewal period to ensure they remain aligned with the evolving needs of CPS and the scale of the services provided.

### Deployment Charges

Deployment Charges are one off charges that will not be applied during a contract extension period for a device deployed in a prior contract year.

Pricing shown for Device Pre Provisioning, 'supplier to fit screen protectors and cases prior to dispatch and secure shipping' to be applied to a device in the year it is deployed, examples shown below

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]r amortised over the remaining months of the current contract term providing this in no more than 12 months

Device Configuration has been used to show licence costs only - these charges will be incurred each contract year and are excluded from the above explanation

[REDACTED]

## Device Configuration Charge

This line includes the licencing required for each device type:

Apple - Jamf Pro and Jamf Protect

Samsung - Knox Licensing and Jamf Protect

Microsoft - Entra, Intune and Sentinel One

It is assumed that Microsoft Entra and Intune licences will be purchased by the CPS separately post pilot, if these devices are utilised within the contract.

Therefore for devices deployed post pilot, should Microsoft surface Pro be the chosen device type for national rollout the Device Configuration Charge will be reduced accordingly

[REDACTED]

[REDACTED]

## [REDACTED] Warranty

Samsung – There is no included warranty uplift to 4 years Samsung 'non-Enterprise' Devices - this must be purchased directly by the customer from a 3rd party (Servify)

Microsoft - a 4 year Manufacturer warranty has been included within the Hardware Price for the Microsoft Surface Pro

Apple - as an Apple Authorised Service Provider, Jigsaw24 has included a 4 year warranty within our managed service pricing for all Apple iPad devices - charges are shown within 'Repairs (In Warranty) including secure collection / shipping'

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

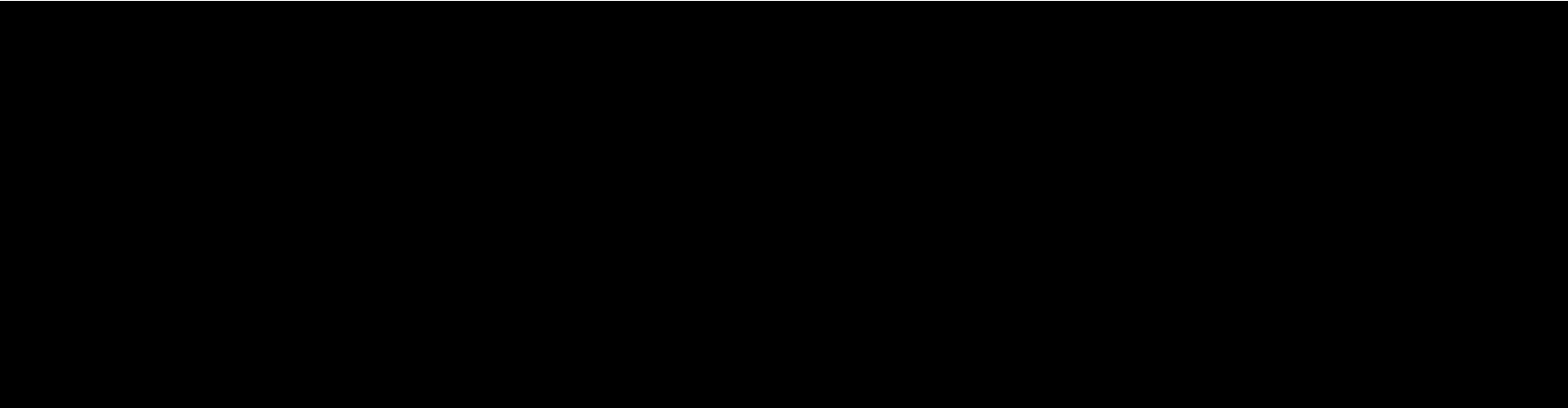
Call-Off Ref:  
Crown Copyright 2018

**Appendix 1**

**Breakdown of Total Contract Maximum Costs**

NATIONAL ROLL OUT

CORE USER DEVICES









SERVICE MANAGEMENT

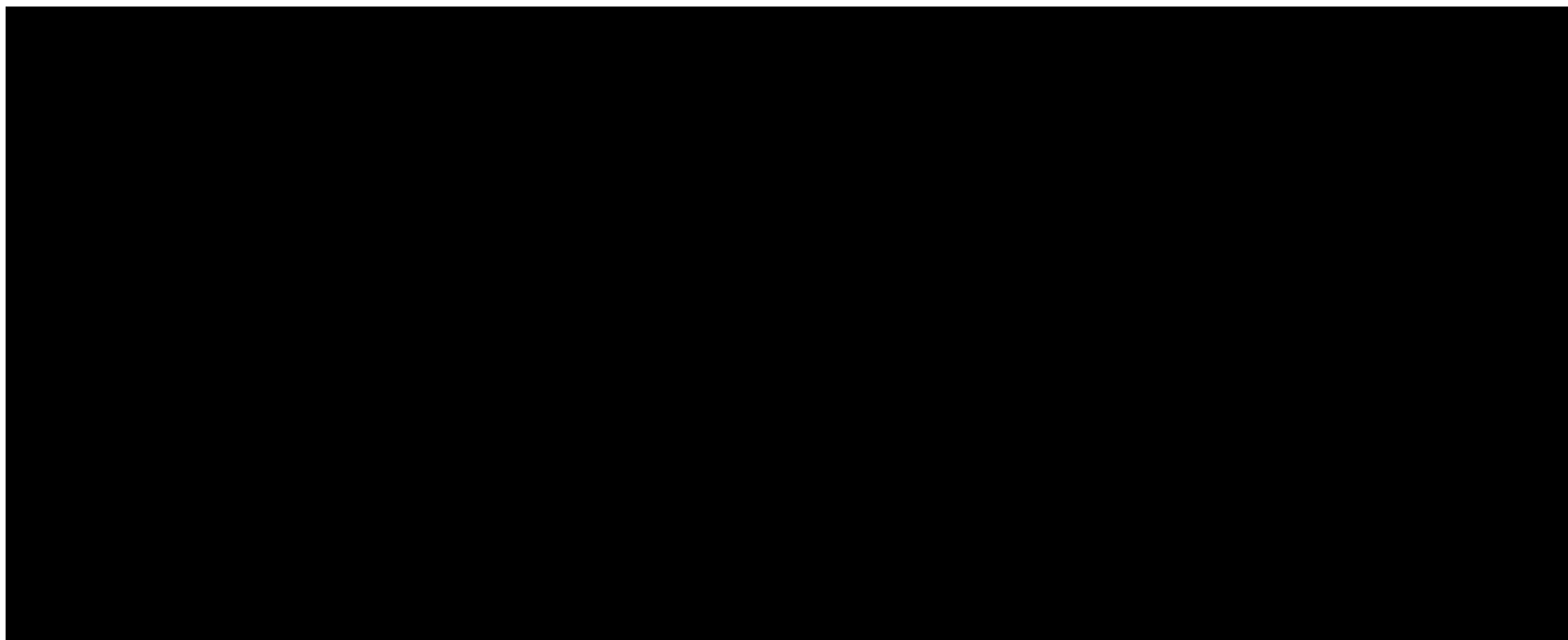
Ref: RM6098

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

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Crown  
Commercial



Ref: RM6098

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

Crown Copyright 2017



Ref: RM6098

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

Crown Copyright 2017



Ref: RM6098

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

Crown Copyright 2017



Ref: RM6098

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

Crown Copyright 2017



Ref: RM6098

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

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

- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

## Annex 1- Key Roles

Key Role	Key Staff	Contact Details
Operations Director		
Service Delivery Manager & Transition Manager		
Project Delivery Lead		
Technical Design Lead - Apple		
Technical Design Lead - Microsoft		
Compliance and Security Lead		

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

### 1. Definitions

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

<b>"Annual Revenue"</b>	means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:  figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and  where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;
<b>"Appropriate Authority" or "Appropriate Authorities"</b>	means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
<b>"Associates"</b>	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
<b>"BCDR Plan"</b>	has the meaning given to it in Paragraph 2.2 of this Schedule;
<b>"Business Continuity Plan"</b>	has the meaning given to it in Paragraph 2.3.2 of this Schedule;

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

Call-Off Ref:

Crown Copyright 2021

<b>“Class 1 Transaction”</b>	has the meaning set out in the listing rules issued by the UK Listing Authority;
<b>“Control”</b>	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and <b>“Controls”</b> and <b>“Controlled”</b> shall be interpreted accordingly;
<b>“Corporate Change Event”</b>	<p>means:</p> <ul style="list-style-type: none"><li>(a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;</li><li>(b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;</li><li>(c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;</li><li>(d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;</li><li>(e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;</li><li>(f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;</li><li>(g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</li><li>(h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise,</li></ul>

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

Call-Off Ref:

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	<p>composition, arrangement or agreement being made with creditors of any member of the Supplier Group;</p> <p>(i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or</p> <p>(j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;</p>
<b>“Critical National Infrastructure”</b>	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <p>major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</p> <p>significant impact on the national security, national defence, or the functioning of the UK;</p>
<b>“Critical Service Contract”</b>	<p>a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract;</p>
<b>“CRP Information”</b>	<p>means, together, the:</p> <p>Group Structure Information and Resolution Commentary; and</p> <p>UK Public Sector and CNI Contract Information;</p>
<b>“Dependent Parent Undertaking”</b>	<p>means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading,</p>

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

Call-Off Ref:

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	managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
<b>"Disaster Recovery Deliverables"</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Disaster Recovery Plan"</b>	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
<b>"Disaster Recovery System"</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Group Structure Information and Resolution Commentary"</b>	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 1 to Part B;
<b>"Parent Undertaking"</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>"Public Sector Dependent Supplier"</b>	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
<b>"Related Supplier"</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
<b>"Review Report"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule;
<b>"Strategic Supplier"</b>	means those suppliers to government listed at <a href="https://www.gov.uk/government/publications/strategic-suppliers">https://www.gov.uk/government/publications/strategic-suppliers</a> ;

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

Call-Off Ref:

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<b>“Subsidiary Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Supplier Group”</b>	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<b>"Supplier's Proposals"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule;
<b>“UK Public Sector Business”</b>	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and
<b>“UK Public Sector / CNI Contract Information”</b>	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 2 of Part B;

## Part A: BCDR Plan

### 1. BCDR Plan

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
  - 1.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
  - 1.2.2 the recovery of the Deliverables in the event of a Disaster
- 1.3 The BCDR Plan shall be divided into four sections:
  - 1.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
  - 1.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**");
  - 1.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and
  - 1.3.4 Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the "**Insolvency Continuity Plan**").
- 1.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

- 2.1 Section 1 of the BCDR Plan shall:
  - 2.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
  - 2.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
  - 2.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

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- 2.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 2.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 2.1.6 contain a risk analysis, including:
  - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
  - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
  - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
  - (d) a business impact analysis of different anticipated failures or disruptions;
- 2.1.7 provide for documentation of processes, including business processes, and procedures;
- 2.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 2.1.9 identify the procedures for reverting to "normal service";
- 2.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 2.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
- 2.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans;
- 2.1.13 set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;
- 2.1.14 contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
- 2.1.15 detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time.

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- 2.2 The BCDR Plan shall be designed so as to ensure that:
  - 2.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 2.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 2.2.4 it details a process for the management of disaster recovery testing.
- 2.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 2.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

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

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

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

- 4.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 4.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
  - 4.2.1 loss of access to the Buyer Premises;
  - 4.2.2 loss of utilities to the Buyer Premises;
  - 4.2.3 loss of the Supplier's helpdesk or CAFM system;
  - 4.2.4 loss of a Subcontractor;
  - 4.2.5 emergency notification and escalation process;
  - 4.2.6 contact lists;
  - 4.2.7 staff training and awareness;
  - 4.2.8 BCDR Plan testing;
  - 4.2.9 post implementation review process;
  - 4.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
  - 4.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
  - 4.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
  - 4.2.13 testing and management arrangements.

### **5. Insolvency Continuity Plan (Section 4)**

- 5.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Insolvency Continuity Plan shall include the following:
  - 5.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for

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operational and contract Supplier Staff, Key Subcontractor personnel and Supplier Group member personnel;

- 5.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
- 5.2.3 plans to manage and mitigate identified risks;
- 5.2.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;
- 5.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
- 5.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

## 6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
  - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
  - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
  - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review**

**Report")** setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

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

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

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

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

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

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.
- 8.2 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:
- 8.2.1 where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or
- 8.2.2 where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

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

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

### **10. Amendments to this Schedule in respect of Bronze Contracts**

- 10.1 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following provisions of this Call-Off Schedule 8, shall be disapplied in respect of that Contract:
- 10.1.1 Paragraph 1.3.4 of Part A so that the BCDR plan shall only be required to be split into the three sections detailed in paragraphs 1.3.1 to 1.3.3 inclusive;
- 10.1.2 Paragraphs 2.1.13 to 2.1.15 of Part A, inclusive;
- 10.1.3 Paragraph 5 (Insolvency Continuity Plan) of Part A;
- 10.1.4 Paragraph 8.2 of Part A; and
- 10.1.5 The entirety of Part B of this Schedule.
- 10.2 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following definitions in Paragraph 1 of this Call-Off Schedule 8, shall be deemed to be deleted:
- 10.2.1 Annual Review;
- 10.2.2 Appropriate Authority or Appropriate Authorities;
- 10.2.3 Associates;

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- 10.2.4 Class 1 Transaction;
- 10.2.5 Control;
- 10.2.6 Corporate Change Event;
- 10.2.7 Critical National Infrastructure;
- 10.2.8 Critical Service Contract;
- 10.2.9 CRP Information;
- 10.2.10 Dependent Parent Undertaking;
- 10.2.11 Group Structure Information and Resolution Commentary;
- 10.2.12 Parent Undertaking;
- 10.2.13 Public Sector Dependent Supplier;
- 10.2.14 Subsidiary Undertaking;
- 10.2.15 Supplier Group;
- 10.2.16 UK Public Sector Business; and
- 10.2.17 UK Public Sector/CNI Contract Information.

## **Part B: Corporate Resolution Planning**

### **1. Service Status and Supplier Status**

- 1.1 This Contract is not a Critical Service Contract.
- 1.2 The Supplier shall notify the Buyer in writing within 5 Working Days of the Effective Date and throughout the Call-Off Contract Period within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

### **2. Provision of Corporate Resolution Planning Information**

- 2.1 Paragraphs 2 to 4 of this Part B shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.
- 2.2 Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:
  - 2.2.1 where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Effective Date; and
  - 2.2.2 except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.
- 2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:
  - 2.3.1 is full, comprehensive, accurate and up to date;
  - 2.3.2 is split into two parts:
    - (a) Group Structure Information and Resolution Commentary;
    - (b) UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcingplaybook> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
  - 2.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;
  - 2.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision

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- in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
- 2.3.5 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.
- 2.4 Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.
- 2.5 If the Appropriate Authority or Appropriate Authorities rejects the CRP Information:
- 2.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
- 2.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 2.3 to 2.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 34 of the Core Terms at any time.
- 2.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 2.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.
- 2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part B if:
- 2.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since

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- it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
- 2.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.
- 2.8 If the Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8.3 of this Part B its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:
- 2.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Joint Schedule 7 (Financial Distress) (if applicable);
- 2.8.2 within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 2.10;
- 2.8.3 within 30 days of the date that:
- (a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10; or
  - (b) none of the credit rating agencies specified at Paragraph 2.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
- 2.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:
- (a) updated CRP Information has been provided under any of Paragraphs 2.8.1 2.8.2 or 2.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8.4; or
  - (b) unless not required pursuant to Paragraph 2.10.
- 2.9 Where the Supplier is a Public Sector Dependent Supplier and the Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8.1 to 2.8.4 of this Part B, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

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- 2.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

2.10.1 Aa3 or better from Moody's;

2.10.2 AA- or better from Standard and Poors;

2.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 2.8.

- 2.11 Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 2.8.

### **3. Termination Rights**

- 3.1 The Buyer shall be entitled to terminate the Contract if the Supplier is required to provide CRP Information under Paragraph 2 of this Part B and either:

3.1.1 the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority's or Appropriate Authorities' request; or

3.1.2 the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 4 months of the date that it was first required to provide the CRP Information under the Contract,

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

### **4. Confidentiality and usage of CRP Information**

- 4.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

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- 4.2 Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 4.1 of this Part B and Clause 15 of the Core Terms.
- 4.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
- 4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
- 4.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;
  - 4.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
    - (a) summarising the information;
    - (b) grouping the information;
    - (c) anonymising the information; and
    - (d) presenting the information in general terms
- 4.5 The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

## **Appendix 1: Group structure information and resolution commentary**

1. The Supplier shall:

- 1.1 provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
- 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
- 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 and the dependencies between each.

## **Appendix 2: UK Public Sector / CNI Contract Information**

1. The Supplier shall:
  - 1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
    - 1.1.1 are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
    - 1.1.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1.1 of this Appendix 2 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or
    - 1.1.3 involve or could reasonably be considered to involve CNI;
  - 1.2 provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

**Call-Off Schedule 9 (Security)**

Call-Off Ref:

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## **Call-Off Schedule 9 (Security)**

### **Part A: NOT APPLICABLE**

## Part B: Long Form Security Requirements

### 1. Definitions

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

<b>"Breach of Security"</b>	<p><b>1 means the occurrence of:</b></p> <ul style="list-style-type: none"><li>a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</li><li>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</li></ul> <p><b>2 in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;</b></p>
<b>"ISMS"</b>	<p><b>3 the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and</b></p>
<b>"Security Tests"</b>	<p><b>4 tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.</b></p>

## **2. Security Requirements**

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

2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

2.3.1 Buyer representative: [REDACTED]

2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.

2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.

2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

## **3. Information Security Management System (ISMS)**

3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.

3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

3.3 The Buyer acknowledges that;

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3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and

3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

### 3.4 The ISMS shall:

3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

3.4.3 at all times provide a level of security which:

- a) is in accordance with the Law and this Contract;
- b) complies with the Baseline Security Requirements;
- c) as a minimum demonstrates Good Industry Practice;
- d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
- e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)  
(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
- f) takes account of guidance issued by the Centre for Protection of National Infrastructure  
(<https://www.cpni.gov.uk>)
- g) complies with HMG Information Assurance Maturity Model and Assurance Framework  
(<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)
- h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
- i) addresses issues of incompatibility with the Supplier's own organisational security policies; and

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- j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.4 document the security incident management processes and incident response plans;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

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### **4. Security Management Plan**

4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

4.2 The Security Management Plan shall:

- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
- 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for

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example, 'platform as a service' offering from the G-Cloud catalogue);

- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

## **5. Amendment of the ISMS and Security Management Plan**

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

- 5.1.1 emerging changes in Good Industry Practice;
- 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
- 5.1.3 any new perceived or changed security threats;

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- 5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
  - 5.1.5 any new perceived or changed security threats; and
  - 5.1.6 any reasonable change in requirement requested by the Buyer.
- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 5.2.1 suggested improvements to the effectiveness of the ISMS;
  - 5.2.2 updates to the risk assessments;
  - 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
  - 5.2.4 suggested improvements in measuring the effectiveness of controls.
- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## **6. Security Testing**

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.

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- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

## **7. Complying with the ISMS**

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of

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ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

## 8. Security Breach

8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
- c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach

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of Security, including a root cause analysis where required by the Buyer.

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

## 9. Vulnerabilities and fixing them

9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;

9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6

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Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

9.4.2 is agreed with the Buyer in writing.

9.5 The Supplier shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;

9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;

9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;

9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

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9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.

9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

## Part B – Annex 1:

### Baseline security requirements

#### 1. Handling Classified information

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

#### 2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

#### 3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).

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### **3.3 The Supplier shall:**

- 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
- 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

## **4. Ensuring secure communications**

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

## **5. Security by design**

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

## **6. Security of Supplier Staff**

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

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6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

## **7. Restricting and monitoring access**

7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

## **8. Audit**

8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

## Part B – Annex 2 - Security Management Plan

### Security Management Plan

#### Access Control

##### Overview

Access is granted on a need-to-know, or least privilege, basis. A user's access permissions are determined and reviewed in the *Joiners, Movers, Leavers (JML) Process*, which is further explained in the Personnel Security section of this document.

Jigsaw24 has an *Access Control Policy* in place.

##### Physical Security

All Jigsaw24 premises are secured through the following measures:

- Key fob entry to the main building, and specific key fob's granted access to restricted areas such as the Comms Room
- CCTV
- Intrude alarm system
- 3<sup>rd</sup> party security company who monitors out-of-hours activity and are alerted to alarm notifications
- Security gates on doors which Security & Facilities ensure are in place once the building has been locked

##### Virtual Security

The systems in place require a licence to be provided to a user; these licences are reviewed annually as part of the contract renewal. Users are granted permissions based on their job-role requirements, with admin roles heavily restricted.

Privileged Identity Management (PIM) is in place through Azure/Local AD privileged user roles. Users are assigned to specific roles via 'eligibility' and when a role is activated, a notification is sent through to the Cyber Security working group, along with justification for the activation.

Firewalls are also in place on the external perimeter.

#### Asset Management

Jigsaw24 has an *Asset Management Policy* in place which confirms which asset registers are in place and who is responsible for managing these.

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### Back-Up's

System back-ups are in place across the business and managed by the owning team of the system. For 3<sup>rd</sup> party systems, it is determined during the onboarding stage who is responsible for managing back up of data.

Jigsaw24 has a *Back-Up Policy* in place.

### Business Continuity & Disaster Recovery

Jigsaw24 maintains the following documentation in relation to business continuity and disaster recovery:

- Business Continuity Plan (BCP)
- Business Impact Analysis (BIA)
- Disaster Recovery Playbooks/Plans (DRP)
- Testing programme & test reports
- Business Continuity Management System (BCMS) Policy

Jigsaw24's Founder & Director has been appointed as the Lead Business Continuity Coordinator and works alongside the BCP Leads to risk-assess core business functions and implement DRP's where necessary.

The BCP testing programme is undertaken on a quarterly basis by Security & Compliance, focusing on activities with a higher risk; following the test, a report is written and issued to key stakeholders, including a set of corrective actions and overall test outcome. Where required, a re-test will be undertaken to confirm all corrective actions have been addressed.

Jigsaw24 is certified to ISO 22301 for Business Continuity and is audited by an external ISO provider annually.

### Cryptographic Measures

Encryption is covered in our *Cryptography Policy*.

All core business systems are encrypted based on Vendor instruction. Where a system is owned by Jigsaw24, encryption is managed by the Company.

For encrypted communications, please see the Secure Communications section contained within this document.

### Data Classification

Jigsaw24 has an *Information Classification Policy* in place that allows staff to identify data that requires additional protection.

The classification markings are as follows:

- Restricted

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- Confidential
- Internal
- Public

For the purposes of a Public Sector contract, OFFICIAL documents would be considered under 'Confidential' and SECRET documents would be considered under 'Restricted'. There is no current requirement to obtain or store TOP SECRET documents.

## Data Management

All data owned or managed by Jigsaw24 is in scope of the *Information Lifecycle Management (ILM) and Retention Policy*, which supports the *Retention Schedule*.

Data is segmented across the business, with access granted on a need-to-know, or least privilege, basis.

## Employee's End User Mobile Device Management

All Jigsaw24 staff devices are enrolled into a Mobile Device Management system, which enables Jigsaw24 to push security updates and lock/wipe a device remotely, in the event of the device being lost/stolen.

## Personnel Security

Jigsaw24 has a *Joiners, Movers, Leavers (JML) Policy & Process* in place which covers the following sections.

### Joiners

Following successful recruitment of an individual, several background checks are undertaken, including (but not limited to) references, identity confirmation, Right to Work. There are some additional background checks, such as enhanced checks, which are optional and required for certain customer contracts, such as DBS, BPSS, SC, credit checks.

All new employees receive an *Employee Contract* which must be signed and returned prior to joining the Company; a copy of the Jigsaw24 *Employee Handbook* is also provided ahead of their start date. The IT department work alongside the new employee's manager to determine what equipment is required and level of access including system access.

All new employees receive an induction by HR, which includes an overview of the company, policies, culture & values, systems, and use of the Intranet. Additional department inductions, including a Director induction, take place during a new employee's mandatory probationary period.

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### Movers

Should an individual move to a different department, a review of their access & system permissions is undertaken by the current manager before the transfer is finalised.

### Leavers

Following termination of an employee contract, the IT department are made aware and ensure all access permissions are revoked in a timely manner. Departing employees are contractually obliged to return all Jigsaw24 equipment which is provided to IT, who ensure any devices are wiped.

### Contractors / Sub-Contractors

The *Joiners, Movers, Leavers (JML) Policy & Process* is applicable to all Jigsaw24 staff and any contractors or sub-contractors who may have access to Jigsaw24 systems.

## Proactive Measures in Security Management

Jigsaw24 have a cyber security working group, comprising of key stakeholders across the business, who meet regularly to review the security posture and work towards improvement through prioritisation of risk. One key goal is to align to the Center for Information Security (CIS) framework which is in progress.

### Secure Authentication

Passwords are in place across the Jigsaw24 estate and multi-factor authentication (MFA) is enabled on the M365/Local AD tenant. Single-Sign On (SSO) has been implemented across the core business systems, which enables a user to use their M365/Local AD credentials.

Passwords in place are a minimum of 8 or 12 characters, with the additional protection of MFA.

### Secure-by-Design

#### Overview

Jigsaw24 adopt a secure-by-design principle throughout the estate, including owned systems and 3<sup>rd</sup> party systems. All new solutions deployed to a customer account are risk-assessed against the *Solutions Approval Process (SAP)* and key stakeholders consulted. Where a risk is deemed too high, Jigsaw24 will refuse to implement the new solution until necessary changes are undertaken.

For Jigsaw24 core business systems, these are primarily provided by a 3<sup>rd</sup> party and the platform is risk-assessed prior to implementation. Where personal data is involved, a *Data Protection Impact Assessment (DPIA)* is considered and Jigsaw24's Data Protection Officer is consulted.

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### **Software Development**

For any software development or re-configuration, a separate sandbox environment is in place for testing, which is separate to the production environment. Access to program source code is heavily restricted to admin roles only and event logs in place.

Once an update has been implemented, there is the ability to roll back to a previous version or utilise back-up's if necessary.

Jigsaw24 has a *Secure Development Policy* in place.

### **Secure Communications**

Communications within the Company are secured through a combination of:

- Domain-based Message Authentication, Reporting and Conformance (DMARC)
- Sender Policy Framework (SPF)
- DomainKeys Identified Mail (DKIM)
- Advance Threat Protection (ATP) scanning on all attachments received by email (including internally received)
- M365 Defender, including the Quarantine centre
- Transport Layer Security (TLS)
- Hypertext Transfer Protocol Secure (HTTPS)
- Proactive anti-phishing campaign, where simulated emails are issued to staff on a monthly basis. Staff who feign a compromise are invited to undertake additional training

### **Security Incidents**

Security Incidents are managed through our *Security Incident Management Policy*, *Personal Data Breach Policy*, and *Business Continuity Plan*.

Security incidents are logged and managed by the Security & Compliance Officer who liaises with the relevant parties, including the Data Protection Officer, to resume business as usual activities as soon as possible.

Where an incident affects a customer or supplier, Jigsaw24 will ensure these are notified without undue delay.

Where an incident affects data held, Jigsaw24 has an Insurance Policy in place which includes the ability to conduct a digital forensic investigation.

### **Supplier Relationships**

Information Security is also considered throughout our relationships with suppliers and vendors and considered during the Supplier Onboarding Process. All agreements with

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suppliers and vendors include clauses relating to confidentiality, data protection and security measures.

Non-Disclosure Agreement templates (mutual and one-way) are in place and can be used when applicable.

## **Threat Management & Protection**

### **Network Systems Monitoring**

Our systems are monitored frequently for vulnerabilities and weaknesses and are patched to the latest updates. Penetration testing is completed annually.

Our *Network Systems Monitoring Policy* has additional information in relation to this.

### **Anti-Virus & Ransomware**

An Endpoint Detection and Response (EDR) solution has been deployed to all staff devices through the Mobile Device Management (MDM) solution.

### **Intrusion Detection & Prevention System**

Jigsaw24 have deployed an Intrusion Detection System (IDS) and Intrusion Prevention System (IPS) on the firewall and via M365 Defender.

### **Vulnerability Scanning**

Jigsaw24 utilise vulnerability scanning software to undertake monthly scanning. Critical/high vulnerabilities are prioritised and patched within 14 days of identification. Where a vulnerability cannot be remediated, it is risk-assessed against the Risk Management Policy and a decision (treat, tolerate, transfer, terminate) made on how to proceed.

### **Geolocation Review**

As part of our ongoing cyber security activities, the threat landscape has been assessed, with a number of countries having been auto blocked from signing into M365, even in the event of inputting a successful password.

### **NCSC Early Warning Service**

Jigsaw24 has enrolled into the National Cyber Security Centre (NCSC) Early Warning Service and receive weekly updates in relation to new and upcoming threats. These are assessed by the Cyber Security group against the scope of our systems to determine whether the threat may impact the Company.

## **Training & Awareness**

All staff receive annual training & awareness on the following topics:

- Information Security, including how to create a strong password, how to identify a phishing attempt, clear desk, protected premises, incident reporting, social media,
- Compliance, including anti-bribery & corruption, anti-money laundering,

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- Health & Safety, including fire awareness, slips trips & falls, DSE and manual handling

The training is provided by an external provider and is cloud-based. The platform has Single Sign On (SSO) enabled against Jigsaw24's M365 tenant.

## **Updates and Patching**

All Jigsaw24 user devices are patched in line with Cyber Essentials.

A patch schedule is in place for servers and infrastructure.

3<sup>rd</sup>-party systems are patched by the provider.

## **Review**

This document is available for monitoring and will be reviewed in line with the Document Control section, or when required by rule, legal or procedural changes.

## **ANNEX A – CPS Security Policy**

### **SCHEDULE 9 - CPS SECURITY POLICY**

#### **Section 1: Minimum Requirements**

- 1.1 The security requirements that apply to Government Departments and Service Providers are governed by the Government's core set of mandatory minimum measures to protect information, to apply across central Government of the United Kingdom. Details of the mandatory minimum measures can be found at the Cabinet office website at:

[Government Functional Standard GovS 007: Security - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/functional-standards/govs-007-security)

- 1.2 The general requirement is that Service Providers shall be proactive in planning and implementing appropriate policies, processes and procedures to safeguard and protect the information entrusted to them, to enable them to deliver the Service and to demonstrate that they have understood the risks relating to that information and plan mitigating action, which is then put in place and monitored.
- 1.3 As a minimum Service Providers shall put in place specific measures to address the access of Staff and sub-contractors: their organisation's selection and training; systems access rights; the treatment of types of information; and processes for checking compliance.
- 1.4 The CPS is keen to appoint Service Providers that maintain a culture of individual accountability and awareness that encourages staff to be 'trusted stewards' of sensitive data with an obligation to protect it and addresses inappropriate behaviours arising from information mismanagement.
- 1.5 All contracts that require IT services or integration with CPS digital systems will require IT certification in the form of the Governmental approved Cyber Essentials scheme. The UK Government have decreed all inter-linked systems that handle sensitive data and/or hold standalone sensitive data must be accredited by Cyber Essentials as a minimum. The CPS have deemed Cyber Essentials Plus will be a requirement for IT contracts or critically dependent IT systems.
- 1.6 The Service Provider shall hold Cyber Essentials Plus and ISO 27001 certification (or the equivalent certifications) to support the delivery of the Services, at contract award. This level of certification must be maintained throughout the duration of the contract. The certification must be submitted to the CPS annually.

#### **Section 2: Security Classification**

- 2.1 The security classification for the CPS's mail will generally be up to Official – with the caveat of 'Sensitive' added, as the CPS deals with sensitive material as part of its

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criminal investigation and prosecution process. The handling of this material may additionally be subject to specific legal requirements.

- 2.2 The Service Provider may be expected to handle mail items consisting of live case data as part of its contracted duties. Under the previous security classifications, the possible risks of this type of information were assessed as Impact Level 3 (IL3).
- 2.3 As a Government department, the CPS's' operations are also subject to the Official Secrets Act. The Service Provider shall ensure that all employed Staff engaged to deliver the goods and services sign a declaration pursuant of the Official Secrets Act.

### **Section 3: Staff Security Requirements**

- 3.1 The CPS deals with criminal prosecutions and the Service Provider must be aware that Service Provider Personnel may be handling live case data. All the Service Provider Personnel connected with the delivery of Service under this Contract shall be vetted to a minimum of BPSS however heightened access is required then vetting to SC standard must be considered. Any additional Service Provider Personnel nominated to work on the Contract shall also be vetted in accordance with this standard or higher where appropriate and/or necessary.
- 3.2 The CPS shall carry out periodic spot checks to ensure that the Service Provider Personnel have been security cleared to the appropriate level.
- 3.3 All of the Service Provider Personnel that can access the CPS's information or systems holding the CPS's information shall undergo regular training on secure information management principles. Unless otherwise agreed with the CPS in writing, this training shall be undertaken annually.
- 3.4 The Service Provider shall ensure that all Sub-Contractors engaged to deliver the goods and services work for a company approved by the CPS and comply with all security requirements.
- 3.5 The Service Provider shall disclose any criminal convictions (both current and spent) to which their Staff have been subject (including motoring conviction) as part of their conditions of employment and will authorise the CPS if required to carry out checks of information provided. The CPS shall have a right to insist that Staff with criminal convictions (excluding minor motoring convictions) are excluded from working on this Contract.

### **Section 4: General Provisions**

- 4.1 When OFFICIAL level information or higher is held and stored on the Service Provider premises, the premises in which it is held must be secured. The Service Provider shall ensure that material received at their premises is handled securely, including arrangements for transferring material from the delivery vehicle to the nominated premises.
- 4.2 The Service Provider shall ensure that suitable security measures are used by them to always ensure the security and safekeeping of the CPS's material, including transit.

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- 4.3 The Service Provider shall have procedures in place to ensure that any material which is entrusted to their safekeeping is always stored securely and not disclosed to unauthorised staff at any time. Applying the 'principle of least privilege' the Service Provider's staff shall only be allowed access to the CPS's mail as required to ensure service delivery.
- 4.4 The Service Provider shall operate an access control system at its premises, via methods such as key codes and dedicated access cards, to ensure that unauthorised individuals cannot access the premises. The Service Provider shall ensure that all windows can be securely locked and operate an alarm system.
- 4.5 The Service Provider shall operate a Staff identification process whereby each employee is assigned a unique identifier clearly illustrating designated levels of access.
- 4.6 The Service Provider shall ensure that all material in their possession, in connection with delivery of the Services, is retained in the United Kingdom (UK) and is not stored or processed outside of the United Kingdom.
- 4.7 The Service Provider shall agree any change in location of data storage, processing, and administration with the Contracting Body in advance of any proposed move. Contracting Body data shall not be stored outside of the UK unless agreed with the CPS's Senior Security Advisor.
- 4.8 The Service Provider shall allow premises to be inspected by the CPS as required, subject to advance notification, to verify the suitability of security protocols.
- 4.9 Should any of the material relating to the CPS's' business be unaccounted for whilst in the care of the Service Provider, the Service Provider shall trace this material within forty-eight (48) hours. Loss of any material shall be treated as a serious breach of security. Any such loss should be reported within twenty-four (24) hours to the CPS's Operational Security Team.
- 4.10 The Service Provider shall appreciate that public sector document provenance and data sharing security may, on occasion, be of interest to various sectors of the media. Under no circumstances should any of the CPS's' information be disclosed to external sources.
- 4.11 The Service Provider shall provide staff and documentation at the discretion of the CPS to demonstrate that document provenance and data sharing is robustly managed and is secure.
- 4.12 The Service Provider shall ensure that normal security standards are maintained in the event of a business continuity issue.
- 4.13 If the Service Provider receives a Right of Access (ROAR) application under the Data Protection Act (DPA) and/or the Freedom of Information (FOI) Act any such application must be notified to the CPS Representative and referred to the CPS Information

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Access Team's inbox before any response is made. All other DPA rights requests should be referred to the Data Protection Officer's inbox.

### Section 5: Information Security Protocols

5.1 If any CPS information is held and accessed within Service Provider systems, the Service Provider shall comply with at least the minimum set of security measures and standards as determined by the Government Functional Standard GovS007 [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1016424/GovS\\_007- Security.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1016424/GovS_007- Security.pdf) as well as any additional protections as needed as a result of their risk assessment.

5.2 Should any service provider utilise Cloud Services in the IT deliverables then they must conform the requirements in line with NCSC's 14 Cloud Principles.

[The cloud security principles - NCSC.GOV.UK](https://www.ncsc.gov.uk/section/1/14-cloud-principles)

5.3 Unless otherwise agreed with the CPS in writing, all Service Provider devices used to access or manage CPS information are expected to meet the set of security requirements set out in the NCSC End User Devices Security Guidance or its successor:

[Device Security Guidance - NCSC.GOV.UK](https://www.ncsc.gov.uk/section/1/14-cloud-principles)

5.4 Wherever possible, such information shall be held and accessed on ICT systems on secure premises. This means Service Provider shall avoid use of removable media (including laptops, portable hard drives, CDs, USB memory sticks, tablets, and media card formats) for storage or access to such data where possible.

5.5 Where it is not possible to avoid the use of removable media, Service Provider shall apply all the following conditions:

- The information transferred to the removable media shall be the minimum necessary to achieve the business purpose, both in terms of the numbers of

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people covered by the information and the scope of information held. Where possible, only anonymised information shall be held;

- user rights to transfer data to removable media shall be carefully considered and strictly limited to ensure that this is only provided where necessary for business purposes and subject to monitoring by managers, and
- The individual responsible for the removable media shall handle it – themselves or if they entrust it to others – as if it were the equivalent of a large amount of their own cash.
- The data shall be encrypted to a UK Government standard appropriate for handling data up to and including OFFICIAL-SENSITIVE, or FIPS 140-2, using software that does not require a software download onto the recipient's device.
- The data contained on the media shall be securely erased as soon as it has been transferred to a secure source.

5.6 When CPS data is held on mobile, removable, or physically uncontrolled devices or portable media, such as laptops or tablets, it shall be stored and encrypted to a UK Government standard appropriate for handling data up to and including OFFICIAL-SENSITIVE, such as FIPS 140-2 or NCSC approved methods.

5.7 Where the Service Provider grants increased IT privileges or access rights to its Staff or Sub-contractors, those persons shall be granted only those permissions necessary for them to carry out their duties and be subject to appropriate monitoring. When Staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

5.8 Service Provider shall recognise the need for the Contracting Body's information to be safeguarded under the UK Data Protection regime. To that end, Service Provider shall be able to state to the CPS the physical locations in which data may be stored, processed and managed from, and to confirm that all relevant legal and regulatory frameworks authority are complied with.

5.9 Service Provider shall agree any change in location of data storage, processing, and administration with the CPS in advance of any proposed move to the extent that such move has any impact upon the Service and relates specifically to the CPS Data. CPS Data shall not be stored outside of the UK unless agreed with the CPS's Senior Security Advisor.

5.10 The CPS requires that any information up to Official Sensitive transmitted electronically shall be sent via the Criminal Justice Secure Email (CJSM) system. The CPS will sponsor and pay for Service Provider's subscription to this system. The CJSM service is an important part of the process of joining up the Criminal Justice System (CJS) in England and Wales. It allows people working in the CJS to send emails containing

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information up to OFFICIAL SENSITIVE in a secure way. CJSM uses a dedicated server to securely transmit emails between connected criminal justice practitioners. Once connected, users can use CJSM to send secure emails to each other and to criminal justice organisations. As the ICT infrastructure of the CPS is updated during the Contract, Service Provider may be required to transmit data via other electronic systems, such as the 'Egress' system, but this should be agreed with the CPS Senior Security Advisor.

Revised January 2024

## Call-Off Schedule 10 (Exit Management)

### 1. Definitions

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

<b>"Core Network"</b>	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
<b>"Core Network Assets"</b>	the assets used in the provision of the Core Network;
<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Exit Plan"</b>	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
<b>"Net Book Value"</b>	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
<b>"Non-Exclusive Assets"</b>	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;

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<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those services are provided by the Buyer internally and/or by any third party;
<b>"Termination Assistance"</b>	<ul style="list-style-type: none"><li>a) the provision of any configuration information reasonably required to effect the implementation of the Replacement Services excluding the Core Network;</li><li>b) any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network; and</li><li>c) the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;</li></ul>
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation, excluding such contracts relating to the Core Network;

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<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

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

- 2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
  - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables  
("Registers").
- 2.3 The Supplier shall:
- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
  - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

### 3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "Exit Information").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an

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actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information (excluding the Core Network) which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.

### **4. Exit Plan**

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
  - 4.3.2 how the Deliverables (excluding the Core Network) will transfer to the Replacement Supplier and/or the Buyer;
  - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
  - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
  - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
  - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
  - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
  - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
  - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

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4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

- (a) every **six (6) months** throughout the Contract Period; and
- (b) no later than **twenty (20) Working Days** after a request from the Buyer for an up-to-date copy of the Exit Plan;
- (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than **ten (10) Working Days** after the date of the Termination Assistance Notice;
- (d) as soon as reasonably possible following, and in any event no later than **twenty (20) Working Days** following, any material change to the Deliverables (including all changes under the Variation Procedure); and

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

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

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

## 5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

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- 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation
- 5.5 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

## **6. Termination Assistance Period**

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
  - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
  - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
  - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
  - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
  - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

## **Call-Off Schedule 10 (Exit Management)**

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- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

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

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

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

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

## Call-Off Schedule 10 (Exit Management)

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- 8.1.2 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables excluding the Core Network; or
  - 8.1.3 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
  - 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets");
  - 8.2.2 which, if any, of:
    - (a) the Exclusive Assets that are not Transferable Assets; and
    - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
  - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),in order for the Buyer and/or its Replacement Supplier to provide the Deliverables excluding the Core Network from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables (excluding the Core Network) or the Replacement Goods and/or Replacement Services (excluding the Core Network).
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
  - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
  - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

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

## **9. No charges**

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

## **10. Dividing the bills**

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

## **Call-Off Schedule 10 (Exit Management)**

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## **Call-Off Schedule 11 (Installation Works)**

### **1. When this Schedule should be used**

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

### **2. How things must be installed**

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
  - 2.1.1. accept the Installation Works, or
  - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.2.1 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Call-Off Schedule 11 (Installation Works)  
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# Call-Off Schedule 13 (Implementation Plan and Testing)

## Part A - Implementation

### 1. Definitions

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

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
"Implementation Period"	has the meaning given to it in Paragraph 7.1;

### 2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan **within 14 days** after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days

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of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

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

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

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

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

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- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

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

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

### **6. Compensation for a Delay**

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
  - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
  - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
    - (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or

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- (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

## 7. [Implementation Plan]

- 7.1 The Implementation Period will be a [six (6)] Month period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
  - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
  - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
  - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
  - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
  - 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
  - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

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7.5 In addition, the Supplier shall:

- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
  - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
  - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]

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

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**Annex 1: Implementation Plan**

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

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Delay Payments
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
Payment Milestone 1	Transition planning Project planning PID creation and sign-off Project governance mobilisation Comms strategy agreement RAID establishment	15 days	Dec-24	Provide list of stakeholders, their responsibilities and comms requirement. Review and acknowledge key assumptions and associated risks/impacts if these do not hold true.	N/A
Payment Milestone 2	Technical Design sign-off for: - Jamf - Intune - Knox Overarching project governance	6 days	Dec-24	Technical information required for the designs, review and approval of the design documentation to confirm it meets the requirement	N/A
Payment Milestone 3	Technical Build implementation & sign-off for: - Jamf	12 days	Jan-25	Review and approve success criteria. Provide resource to	N/A

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	Overarching project governance			conduct Factory Acceptance Testing (FAT). Collaborative effort with Jigsaw24 and Lot 1 partners	
Payment Milestone 4	Technical Build implementation & sign-off for : - Knox Overarching project governance	17 days	Mar-26	Review and approve success criteria. Provide resource to conduct Factory Acceptance Testing (FAT). Collaborative effort with Jigsaw24 and Lot 1 partners	N/A
Payment Milestone 5	Technical Build implementation & sign-off for : - Intune Overarching project governance	22 days	Jan-25	Review and approve success criteria. Provide resource to conduct Factory Acceptance Testing (FAT). Collaborative effort with Jigsaw24 and Lot 1 partners	N/A
<u>Payment Milestone 5a</u>	<u>Technical Build implementation &amp; sign-off for :</u> <u>- Intune</u> <u>Overarching project governance</u>	2 days	n-25	<u>Review and approve success criteria.</u> <u>Provide resource to conduct Factory Acceptance Testing</u>	

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				<u>(FAT). Collaborative effort with Jigsaw24 and Lot 1 partners</u>	
Payment Milestone 6	Pre-courtroom solution test (BAT) covering: - Device & accessibility - Application Improvement recommendation implementation Overarching project governance	16 days	Jan-25	Location to be confirmed by the CPS. Review and approve success criteria. Provide resource to conduct Business Acceptance Testing (BAT). Collaborative effort with Jigsaw24 and Lot 1 partners	N/A
Payment Milestone 7	Service knowledge transfer sessions Process and Policy definition Ops manual creation	22 days	Jan-25	Ensure all required stakeholders attend the relevant knowledge transfer sessions	N/A
<u>Payment Milestone 7a</u>	<u>Service knowledge transfer sessions</u> <u>Process and Policy definition</u> <u>Ops manual creation</u>	<u>22 days</u>	<u>Jan-25</u>	<u>Ensure all required stakeholders attend the relevant knowledge transfer sessions</u>	
Payment Milestone 8	Toolset implementation Integration implementation Training and education	6 days	Jan-25	Define users that require training and education to support the case management process.	N/A

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<u>Payment Milestone 8a</u>	<u>Toolset implementation on Integration implementation on Training and education</u>	days	<u>Jan-25</u>	<u>Define users that require training and education to support the case management process.</u>	
Payment Milestone 9	Service scenario tests Service UAT	3 days	Jan-25	Provide resource to conduct the UAT.	N/A
Payment Milestone 10	Go-live with support for pilot sites Hypercare support	3 days	Jan-25	Communication to CPS stakeholders advising Go-Live date. Review and approve exit strategy for Hypercare support. Jigsaw24 will work with the CPS to define this.	N/A
Payment Milestone 11	Courtroom solution test (UAT) covering: - Device & accessibility - Application Improvement recommendation implementation Overarching project governance	7.5 days	Feb-25	Review and approve logistics plan, review and approve success criteria. Provide resource to conduct the UAT. Collaborative effort with Jigsaw24 and Lot 1 partners	N/A
Payment Milestone 12	Closure and sign-off against agreed acceptance criteria Lessons learnt Agreement in relation to	8 days	Mar-25		N/A

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	how to proceed with outstanding items (if any)					
The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)						
For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be <b>7 calendar days</b> .						

## Part B - Testing

### 1. Definitions

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

<b>"Component"</b>	any constituent parts of the Deliverables;
<b>"Material Test Issue"</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>"Satisfaction Certificate"</b>	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
<b>"Severity Level"</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>"Test Issue Management Log"</b>	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
<b>"Test Issue Threshold"</b>	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
<b>"Test Reports"</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>"Test Specification"</b>	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
<b>"Test Strategy"</b>	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
<b>"Test Success Criteria"</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
<b>"Test Witness"</b>	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
<b>"Testing Procedures"</b>	the applicable testing procedures and Test Success Criteria set out in this Schedule.

### 2. How testing should work

2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.

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

### **3. Planning for testing**

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
  - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
  - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
  - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
  - 3.2.4 the procedure to be followed to sign off each Test;
  - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
  - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
  - 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
  - 3.2.8 the technical environments required to support the Tests; and
  - 3.2.9 the procedure for managing the configuration of the Test environments.

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

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

#### **5. Passing Testing**

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

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

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

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### **7. Performing the tests**

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
  - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
  - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
  - 7.6.1 an overview of the Testing conducted;
  - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
  - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
  - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical

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

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following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

### **8. Discovering Problems**

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

### **9. Test witnessing**

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
  - 9.3.1 shall actively review the Test documentation;
  - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - 9.3.3 shall not be involved in the execution of any Test;
  - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

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- 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
- 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

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

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

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

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
  - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
  - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or

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- 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
  - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
  - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
  - 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working

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Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

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

## **12. Risk**

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

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

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

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

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

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

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

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

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

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

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

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

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

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

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

## Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

### Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

## Call-Off Schedule 14 (Service Levels)

### 1. Definitions

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

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Order Form;
<b>"Service Credits"</b>	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Order Form;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

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- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
  - (a) exceeds the relevant Service Level Threshold;
  - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
  - (c) results in the corruption or loss of any Government Data; and/or
  - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
  - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
  - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
  - 2.5.3 there is no change to the Service Credit Cap.

### 3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

## **Part A: Service Levels and Service Credits**

### **1. Service Levels**

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

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

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

### **2. Service Credits**

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

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

Service Levels						
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
SL-01	Support Service Availability	Support Service to be available Monday to Friday 8:00am - 6:00pm	99.9%	80%	Refer to Service Credit calculations beneath this table	N
SL-02	Service Desk Contact - Telephone	The call wait time should be no more than 20 seconds. The measure is the percentage of answered calls where the wait time was no greater than 20 seconds.	90%	80%	Refer to Service Credit calculations beneath this table	N
SL-03	Service Desk Contact - ETickets	If ETickets are submitted (e.g. to an email address or Supplier support portal), these should be actioned by the Service Desk within 20 minutes of receipt.	95%	80%	Refer to Service Credit calculations beneath this table	N
SL-04	Advice Ticket Resolution	Advice tickets to be resolved during first contact.  Note: this excludes tickets which have to be referred to	75%	60%	Refer to Service Credit calculations beneath this table	N

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		other Suppliers for response.				
SL-05	Accurate Incident Assignment	<p>All Incidents to be assigned to the correct Resolver Group i.e. the supplier shall</p> <p>demonstrate that the correct triage has been carried out when assigning tickets to a Resolver Group, and</p> <p>ensure that the ticket is routed correctly and not</p> <p>passed back to the Service Desk</p>	99%	80%	Refer to Service Credit calculations beneath this table	N
SL-06	Progress Updates of Major Incidents	Progress updates for all Major Incidents to be provided to the Buyer at agreed intervals during progress of resolution	99.00%	90%	Refer to Service Credit calculations beneath this table	N
SL-07	<p>Incident Management Severity Level 1 (System down)</p> <p>The MDM platform has experienced a critical failure, resulting in the inability to manage and secure devices across the organisation.</p>	Max resolution time Four (4) Elapsed Hours	99.90%	80% or more than one failure in any month	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	N

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	While users can perform their normal functions, iOS updates and new management commands are unable to be deployed until full MDM services are restored.					
SL-08	<p>Incident Management Severity Level 2</p> <p>(Significant Impact)</p> <p>The MDM platform has encountered an issue, resulting in intermittent disruptions to the management and security of devices across the organisation. This has caused inconvenience to device management operations</p>	Max resolution time Five (5) Elapsed Hours	99.90%	80% or more than one failure in any month	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	N
SL-09	<p>Incident Management Severity Level 3</p> <p>(Minor Impact)</p> <p>The MDM platform has encountered a</p>	Max resolution time Eight (8) Operational Hours where Operational Hours are Monday to Friday 07:00 - 19:00	99.50%	80%	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	N

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	minor issue, resulting in occasional disruptions to the management and security of devices across the organisation. While this has caused some inconvenience to device management operations, it does not pose an immediate security risk.					
SL-10	Incident Management Severity Level 4  (Informational Only)  Minor loss of functionality, product feature requests, and tablet specific how-to questions. The issue primarily involves "how-to" queries, including challenges related to various modules, integration, installation, and configuration.	Max resolution time Within Twelve (12) Operational Hours where Operational Hours are Monday to Friday 07:00 - 19:00 including Bank Holidays and Saturday 07:00 - 17:00.	99.50%	80%	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	N
SL-11	CMDB Management	The Supplier shall maintain the master CMDB, with accuracy to be verified against	99.90%	75%	Refer to Service Credit calculations beneath this table	N

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		Other Supplier and Buyer CMDB records no less than every 6 months.				
SL-12	Asset Reporting	The Supplier shall maintain accurate Asset details, to be verified once every six (6) Months, by physical audit (undertaken by the Supplier) of approx. 15% of devices installed at Customer Sites, against Asset details recorded in the Customer's CMDB. Refer to SOM for Audit process details Refer to SMRD for calculation methodology	99%	85%	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	N
SL-13	Breaches of Security	No Breaches of Security directly caused by the Supplier.  Note: If one or more Breaches of Security (caused directly by the Supplier) occur, then the Supplier shall report the  Service Level achieved as zero percent (0%) for this Service Level	100%	1 Breach of Security	10% Service credit for each security breach	N

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SL-14	Escalation of Security Incidents and Breaches of Security	All Security Incidents and actual or suspected Breaches of Security to be escalated to the Buyer within 30 minutes of the Supplier becoming aware of such an Incident or actual/suspected breach	100%	95%	5% Service Credit applied for each security incident not escalated within the timescale	N
SL-15	Provision of Performance Reports	Each monthly Performance Monitoring Report shall be delivered within 5 Working Days of the Month End	100%	-	Minimum Service Credit is applied for 1 day late.  1 % Service Credit applied for each subsequent day after the agreed Service Level Performance Criterion	N
SL-16	Provision of Finance Reports	Each monthly Finance Report to be delivered within 8 Working Days of the Month End.	100%	-	Minimum Service Credit is applied for 1 day late.  1 % Service Credit will be applied for each subsequent day after the agreed Service Level Performance Criterion	N

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SL-17	Device Password/PIN Re-Se	Device Passwords/PINs to be reset (where possible remotely) within 10 minutes of request.	97%	80%	Refer to Service Credit calculations beneath this table	N
SL-18	Faulty Device Replacement	Devices deemed as faulty (i.e. cannot be made fully operable within 24 hours of issue report) to be replaced with a full functioning device within 2 working days of issue report.	95%	80%	Refer to Service Credit calculations beneath this table	N
SL-19	Boost Devices - Delivery	Where a number of short term 'boost' devices are required, these are to be delivered to the requested location within 5 working days of request.	90%	80%	Refer to Service Credit calculations beneath this table	N
SL-20	Boost Devices - Collection	Boost devices to be collected from site within 3 working days of request.	90%	80%	Refer to Service Credit calculations beneath this table	N
KPI	Social Value	To discuss appropriate Social Value KPI's following conclusion of Pilot stage. Agreeable Social Value KPI's must be formulated prior to National Rollout.	100%	-	N/A	Y

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The Service Credits shall be calculated on the basis of the following formula:

$$\text{Service Credit \%} = (m \cdot (a - x) + c)$$

This section sets out the formula used to calculate Service Credits payable to the Buyer as a result of a Service Level Failure in a given service period which, for the purpose of this Call Off Schedule, shall

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be a recurrent period of one calendar Month during the Call Off Contract Period (the "Service Period").

The amount of any Service Credits shall be determined by the Achieved Service Level, the Service Level Performance Measure and the Service Level Threshold and is calculated by using the straight-line formula below:

Service Credit % =  $(m \cdot (a - x) + c)$  - where:

"m" is a coefficient defined for a particular Service which is calculated from the formula  $m = (d - c) / (a - b)$ , that is the slope of the straight line;

"d" is the maximum Service Credits (%) payable if the Achieved Service Level reaches the Service Level Threshold;

"c" is the minimum Service Credits (%) payable if the Achieved Service Level falls below the Service Level Performance Measure;

"a" is the Service Level Performance Measure (%) below which Service Credits shall become payable;

"b" is the Service Level Threshold (%);

"x" is the Achieved Service Level (%) for a Service Period; and

For the avoidance of doubt applicable "Service Level Thresholds" shall be as set out in Annex A to Part A.

Any Service Credits payable by the Supplier shall be subject to the following minimum and maximum:

**Minimum Service Credits - 2.5%**

**Maximum Service Credits - 10%**

Unless stated otherwise in this Call Off Schedule, the amount of the Service Credit (in pounds Sterling) shall be calculated according to the formulae:

Service Credit (£) = Service Credit (%) x 15% of the Managed Service Charges for the Service Period.

Service Credits for particular Services shall be cumulative. For the avoidance of doubt, this means that all Service Credits will be added together to make the total Service Credit payable by the Supplier in relation to all Services delivered by the Supplier.

Aggregate Service Credits for all Services delivered by the Supplier to the Buyer shall be limited in each Service Period to thirty-five per cent (35%) of the aggregate Call Off Contract Charges for that Service Period.

Critical Service Level Failure

A Critical Service Level Failure shall include:

Framework Ref: RM6098

Project Version: v1.0

Model Version: v3.2 fix

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- in relation to each Service Level Performance Criteria a failure to achieve the Service Level Threshold for the third consecutive time.
- an Incident of Incident Severity Level 1 continuing for more than twenty-four (24) continuous hours in any Service Period; and
- an Incident of Incident Severity Level 1 continuing for more than twenty-four (24) accumulated hours in any rolling Month period.

### Critical Success Factors

The following factors are not linked to the Supplier performance, Service Levels or Deliverables under this Contract but are used to support the Buyer's definition of 'success' post 'Pilot phase', in anticipation of seeking approval to commence into the 'National Rollout phase'.

<u>No.</u>	<u>Project Goal/Objective</u>	<u>Objective Statement</u>	<u>Indicative Success Criteria</u>
<u>1</u>	Device Build	The build profile for the tablets meets the functional, security and accessibility requirements of the Buyer	<ul style="list-style-type: none"><li>• Build receives BAT (Business Assurance Testing) sign-off.</li><li>• Build receives UAT (User Assurance Testing) sign off in respect of functional/security/accessibility requirements of the device build.</li></ul>
<u>2</u>	Hardware procurement and provision	The Supplier fulfils the procurement requirements of the Buyer.	<ul style="list-style-type: none"><li>• Supplier able to procure the required number of tablet devices, charging cabinets and peripherals (stylus pens, protective cases) for the timescales agreed with the Buyer.</li><li>• Supplier is able to provision any hardware (e.g. apply tablet MDM build, apply cases, etc) within those same timescales</li><li>• Supplier is able to deliver and install any hardware to the required site by the due date agreed with the Buyer (subject to Court site access &amp; availability)</li></ul>
<u>3</u>	Managed service for break-fix and boost devices.	The Supplier is able to provide an effective managed	<ul style="list-style-type: none"><li>• The Supplier has a documented service process, signed off by the Buyer to provide the managed service.</li></ul>

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

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		service for break-fix and boost devices.	<ul style="list-style-type: none"><li>• Supplier is able to process tickets raised by the Buyer's ITSM service platform (currently ServiceNow)</li><li>• Supplier meets the SLAs pertaining to the managed service, as set out within this Call-Off Schedule 14 (Service Levels)</li></ul>
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## Part B: Performance Monitoring

### 3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 3.2.3 details of any Critical Service Level Failures;
  - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
  - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

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

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

**4. Satisfaction Surveys**

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

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

### **1. DEFINITIONS**

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

<b>"Operational Board"</b>	the board established in accordance with paragraph 4.1 of this Schedule;
<b>"Project Manager"</b>	the manager appointed in accordance with paragraph 2.1 of this Schedule;

### **2. PROJECT MANAGEMENT**

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

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

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

### **3. Role of the Supplier Contract Manager**

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

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

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

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

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

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

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

## **4. ROLE OF THE OPERATIONAL BOARD**

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

## **5. Contract Risk Management**

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

## **Annex: Contract Boards**

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

Governance Board	Purpose	Frequency
Project Delivery Review	Monitors adherence to project milestones and delivery schedules. Reviews project quality gates and identifies and risks to project completion	Weekly during Pilot and acceptance Phase.  TBA – for National Rollout
Contract Management Board	Oversees the contract management process, ensuring compliance with contract terms and conditions.	Quarterly
Performance Review Board	Monitors contract performance and ensures that deliverables are met according to the agreed-upon schedule and quality standards.	Monthly
Security and Compliance Board	Ensures that contract management processes adhere to regulatory requirements and internal policies.	Quarterly
Change Control Board	Reviews and approves any changes to the contract scope, schedule, or budget.	As required
Risk Management Board	Identifies, assesses, and mitigates risks associated with the contract.	Quarterly
Sub-contractor Relationship Board	Manages and maintains relationships with suppliers and sub-contractors, ensuring effective communication and collaboration.	Quarterly

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

Call-Off Ref:

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

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

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

### **2. Definitions**

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

### **3. Relevant Convictions**

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

3.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

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

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

## **Annex 1 – Relevant Convictions**

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

Call-Off Ref:

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# **Crown Prosecution Service**

**Digital & Information Division**



## **Statement of Requirements**

### **Digital Jury Bundles**

### **HARDWARE**

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## 1. Introduction

CPS is seeking to provide Juries and other key participants in Crown Court trials with Jury bundles via a digital solution. Jury bundles contain the exhibits that Prosecution & Defence Counsel intend to refer to during the trial. These are usually documentary exhibits such as telephone records, transcripts of the defendant's police interview, diagrams and photographs.

The intention is to pilot the developed solution. After a full evaluation and benefits realisation analysis of this pilot, a decision at sole buyer discretion will be made with a view to proceed to a national rollout to the 80+ Crown Court sites across England and Wales.

CPS is seeking to procure –

- Between 20,000-30,000 tablet style devices on a **lease basis** for the national roll out. Up to 1000 devices will be required for pilot stage. Charging cabinets – we estimate we will need to ability to charge 50 tablet devices for each trial court room in England & Wales, with a roughly estimated 450 trial Court rooms operational.
- Device peripherals (styli, cases and screen protectors) for digital jury bundle use
- A managed service for configuration, troubleshooting/issues service desk, break-fix, device replacement, OS updates and 'boost' device provision.

CPS will be procuring the software application to be used for the digital jury bundle software tool under a separate procurement exercise. The national staged roll out of the digital jury bundles project for both hardware and software requirements along with managed service and maintenance/training etc will be decided at the sole discretion of the CPS as the "buyer"

The national rollout phase will be kept under constant review by the Buyer to ensure that benefits remain achievable through scalability. The phased roll out, should this be decided after successful pilot as the next stage, will be discussed with the supplier as to a timeline for the stepped national roll out. An estimate has been included within this specification but is purely to be considered a guide at this time, and is not to be considered a commitment to use/spend within the contract.

The national staged roll out of the digital jury bundles project for both hardware and software requirements along with managed service and maintenance/training etc will be decided at the sole discretion of the CPS as the "buyer"

Estimation of roll out nationally of the digital jury bundle project. For guidance purposes only.

	<b>Pilot</b>	<b>National Rollout</b>			
	2024/20	2025/202	2026/202	2027/202	2028/202
	25	6	7	8	9
Rollout % by end of period	3%	13%	43%	83%	100%
Number of Courts by end of period	3	12	39	75	90

## **2. Background**

The CPS prosecutes criminal cases that have been investigated by the police and other organisations in England and Wales. The CPS is independent, and we make our decisions independently of the police and government.

The CPS has approximately 7,500 staff whose duty is to make sure the right person is prosecuted for the right offence, and that trials are fair so that offenders are brought to justice whenever possible.

The CPS:

- decides which cases should be prosecuted;
- determines the appropriate charges in more serious or complex cases, and advises the police during the early stages of investigations;
- prepares cases and presents them at court; and
- provides information, assistance and support to victims and prosecution witnesses.

Prosecutors must be fair, objective and independent. When deciding whether to prosecute a case, our lawyers must follow the Code for Crown Prosecutors. This means that to charge someone with a criminal offence, prosecutors must be satisfied that there is sufficient evidence to provide a realistic prospect of conviction, and that prosecuting is in the public interest.

The CPS works closely with the police, courts, the Judiciary and other partners to deliver justice.

The CPS prepares paper Jury Bundles for around 30,000 Crown Court Trials per year, which are heard at around 80+ Crown Court sites around England & Wales.

Around 70% of these trials are single-defendant trials, with around 30% being trials with 2 or more defendants.

### **How we are organised and operate**

The CPS operates across England and Wales, with 14 regional teams prosecuting

cases locally. Each of these 14 CPS Areas is headed by a Chief Crown Prosecutor (CCP) and works closely with local police forces and other criminal justice partners.

CPS Areas deal with a wide range of cases. The majority are less serious cases and are heard in the magistrates' courts, while the most serious cases are heard in the Crown Court. CPS Direct, with prosecutors based across England and Wales, provides charging decisions to police forces and other investigators 24 hours a day, 365 days a year.

In addition, CPS Central Casework Divisions deal with some of the most complex cases we prosecute. They work closely with specialist investigators from a range of organisations, including the National Crime Agency, HM Revenue & Customs and the Independent Police Complaints Commission, as well as police forces across England and Wales.

The specialist divisions, each headed by a Head of Division (equivalent to a Chief Crown Prosecutor), are:

- Serious Economic, Organised Crime and International Directorate (SEOCID), including CPS Proceeds of Crime (CPSPOC)
- Special Crime and Counter Terrorism Division

All operational divisions are supported by our headquarters directorates, which cover the primary support functions for CPS, including Finance and Commercial, Human Resources, Strategy and Policy, Communications, Operations and Digital and Information.

## **Our Values**

- We will be independent and fair.
- We will prosecute independently, without bias and will seek to deliver justice in every case.
- We will be honest and open.
- We will explain our decisions, set clear standards about the service the public can expect from us and be honest if we make a mistake.
- We will treat everyone with respect.
- We will respect each other, our colleagues and the public we serve, recognising that there are people behind every case.
- We will behave professionally and strive for excellence.
- We will work as one team, always seeking new and better ways to deliver the best possible service for the public. We will be efficient and responsible with taxpayers' money.

### 3. Equality and Inclusion

The CPS is proud to be recognised as a leading employer, committed to supporting a diverse and inclusive workforce that reflects the community we serve.

The CPS commitment to inclusion and equality is at the heart of how we work, underpinned by The Equality Act 2010 and digital accessibility standards. It is important to us both as an employer and in the way we approach our responsibilities as a prosecuting authority. The two are closely linked – supporting a diverse workforce allows us to provide a better service to the public.

We also value the insight we get from engaging directly with the communities we serve, who provide welcome scrutiny of our work. This inclusive approach means that:

- Effective community engagement builds greater trust with the public, higher victim and witness satisfaction, and better-informed prosecution policy and practice
- The CPS has an inclusive culture, reflected in a diverse workforce, locally and nationally, and at all levels of the organisation
- By opening up the CPS and acting on input from diverse communities, we aim to inspire greater confidence in our work, in particular from witnesses and victims, resulting in improved prosecution outcomes.

We are proud to employ and support people with physical and neurodiverse conditions. We hold ourselves and our suppliers to high digital accessibility compliance standards to ensure all users are empowered to work efficiently, regardless of differences, to the same standard as people without these conditions. Our commitment to 'Accessibility by Default' is demonstrated by embedding requirements within all aspects of CPS.

Around 15% of users operate with assistive technology such as software, additional hardware, and peripherals. This includes but is not limited to JAWS, Dragon, ZoomText, Text Help, Mind View, Streamdeck, Joystick mouse, one handed keyboard (limited F keys) and external screen overlays.

Throughout the contract duration, Suppliers must ensure their [product/ service] and maintenance plans, including training and communications, meets WCAG 2.2 AA standards and are compatible with assistive technologies used by CPS; being able to address specific user accessibility requirements as part of the on-boarding/implementation process.

Support and service wraps will be overlaid with accessibility requirements to ensure an embedded service to all users. Plans, Risks Registers, and all other documentation must clearly embed the Digital Accessibility Compliance (DAC) agenda, including the production and reassessment of an Accessibility Statement. You will work with the CPS DAC team to deliver requirements prior to go-live, agree if any issues can be carried forward for resolution and by when, post go-live.

All change and maintenance must be implemented without detriment to WCAG and CPS Digital Accessibility Compliance Standards (DACS). Supplier shall provide periodic assurances of compliance longevity and progress of outstanding actions to address non-compliance.

#### **4. Why work with CPS?**

- **Impacting on Criminal Justice:**

The CPS is responsible for enabling the delivery of justice through the independent and effective prosecution of crime, as the principal prosecuting authority across England and Wales. We have a clear mission to make sure that the right person is prosecuted for the right offence, and to bring offenders to justice wherever possible. Working as a supplier for the CPS opens opportunities for your organisation to play a key role in achieving these outcomes and enhancing the service we provide to victims and witnesses of crime.

- **Promoting opportunities for cross justice working:**

The CPS is at the heart of the Criminal Justice System (CJS). It is vital that our digital systems and processes operate effectively with those of our criminal justice partners, in the police, His Majesty's Courts and Tribunal Service, the defence community, the independent Bar and with the Judiciary.

- **Working with a world leading prosecuting authority:**

His Majesty's Crown Prosecution Service Inspectorate (HMCPSP) Chief Inspector recently indicated that he considers CPS to be the leading prosecution agency in the world. We consider that we are the most digitally advanced and we regularly give presentations to other prosecuting authorities in other countries to demonstrate the way in which we have used technology to digitise our systems. Working as a supplier for the CPS opens opportunities for your organisation to be at the forefront of an internationally respected prosecuting authority.

- **Making an impact:**

As an organisation the CPS is large enough to make a real difference across the CJS, and yet small enough for our suppliers to be key strategic partners. Working as a supplier for CPS, you will be presented with a range of interesting problems to tackle.

- **Committed to breaking boundaries:**

The CPS is heavily invested in developing our digital capability as an integral part of our CPS 2025 Strategy. We have launched exciting initiatives aimed at increasing our use of innovation and developing the casework tools that we will use in the future; are committed to delivering new core ICT, and to securing our data and unlocking its value. Working as a supplier for the CPS opens opportunities for your organisation to be at the leading edge of this preparation for our future.

- **Ensuring the security of our data:**

The data we hold is one of our key assets and maintaining the trust of all our data subjects is crucial to maintaining public confidence. Working as a supplier for the CPS opens opportunities for your organisation to work closely with us on privacy / security by design and to showcase how your ideas could improve the service we provide to

those who trust us with their data.

## 5. Implementation Scope & Timelines

The Buyer is seeking to run a Pilot phase by between January and April 2025. The Pilot phase will involve roll-out of the solution to all criminal trials in three Crown Court sites within England & Wales.

The three sites will be -

- Small Site – 2-3 Court rooms running trials concurrently
- Medium Site – 5-7 Court rooms running trials concurrently
- Large Site – 7-11 Court rooms running trials concurrently

The numbers of court rooms above are provided as a guide only, and actual numbers requiring the digital solution may be slightly higher or lower.

It is estimated that we will require in the region of 1,000 devices for this pilot stage.

Following formal evaluation, if the CPS deem the Pilot proved as successful, we then embark on the stepped national rollout phase with conditions from April 2025 to March 2028.

A Crown Court trial is an extremely serious and pressurised environment, with many defendants and witnesses having waited over a year for the trial to take place, with anxiety building up over that time. Liberty is often at stake. Members of the press are often present in the Courtroom.

The Buyer can therefore only use a new digital solution in a real, live Crown Court trial once The Buyer is 100% assured that the solution works as it should do and without error, glitch or detriment to the trial process.

**The Supplier is therefore asked to submit proposals as per the below as part of their bid -**

- **Build Phase** – The Supplier is asked to submit, as part of their bid, a build plan outlining the key aspects and timescales in how the Supplier will configure devices (assumedly via an MDM) to meet the Buyer's requirements.
- **Testing Phase** – The Supplier is asked to submit, as part of their bid, a testing plan outlining the key aspects and timelines of digital solution testing & reconfiguration if required. It is expected that some of the testing will be joint software/hardware testing.

- **Pilot Phase** – The supplier is asked to submit, as part of their bid a plan for provision of hardware and peripherals for the Pilot phase
- **National Rollout** – The supplier is asked to submit, as part of their bid a plan for provision of hardware and peripherals for the national rollout phase

## 6. The Digital Crown Court Trial Process

- CPS staff will produce the digital jury bundle file on the CPS CMS system.
- The digital jury bundle will be transferred to the digital jury bundle software – this will be a cloud-based solution, access by a web URL.
- CPS staff, Advocates, Judge and Defence Solicitors will be able to view the jury bundle on their own organisational laptops prior to the trial start.
- On the day of trial, all Court users (professional, Jurors and possibly defendants) will be provided with a tablet-style device on which to view and annotate their version of the digital jury bundle. A tablet-style device will also be present in the witness box. Devices will be linked to the Court WiFi.
- During the trial, additional documents may be added to the jury bundle by parties to the case. These documents will be added by users logging into the bundle from their own organisational laptop devices, with the amendments then being ‘published’ to the jury bundle viewed on the tablet-style devices in the Court room.
- The tablet style devices will not leave the Court site. Jurors will take their tablet style devices into the deliberation room when considering their verdict. All tablet style devices will be returned to the Court room and placed in the secure charging cabinets at the end of the Court day.

The majority of trials (estimated at around 70%) are single defendant trials. For these trials, for defence purposes, only one defendant digital trial device and one defence advocate device will be required. This does mean that there are around 30% of trials with more than one Defendant. For these trials, each Defendant will have their own advocate and therefore each defendant & advocate will require a digital trial device.

For more complex or serious trials, the Prosecution may instruct two advocates, a ‘Leader’ (e.g. Kings Counsel) and a “Junior”. Both will require digital trial devices. For those kinds of cases, the Defendant may also instruct two advocates and again, both will need digital trial devices.

## 7. Existing In-Court Presentation Solutions

The CPS currently utilises a range of Electronic Presentation & Preparation of Evidence (EPPE) packages contracted through external suppliers. These include –

- Court Equipment - includes provision of additional monitors, TV screens, audio speakers, headphones, iPads and other peripherals required for cases which require specialist AV equipment.
- Video Conferencing – Where an in-court video link is required (e.g. a house-bound or overseas witness)
- Presentation Packages – Includes –
  - Creation of a chronological timeline with the facility to link to related documents and other Source Materials
  - Forensic injury mapping – including interpretation of pathologist report
  - Facial mapping – including interpretation of pathologist report
  - Closed circuit television and video enhancement
  - Audio enhancement
  - Scene reconstruction (including animations)
  - Geographic maps illustrating activities at various sites
  - Collation of documents in a coherent browser enabling efficient search and document linking
  - Mobile telephony site/route analysis mapping
  - Virtual tour technology
  - Moving image enhancement – e.g. by circling an individual in a recording
  - Moving image annotation
  - Pixelation and voice distortion, to maintain and ensure witness anonymity.
- Multimedia Editing – Includes –
  - Sections of footage removed entirely from the recordings; both audio and visual elements.
  - Sections of audio in the recording to be 'muted'.
  - The addition of subtitles.
  - Pixelation and/or voice distortion to disguise the identity of the subject

These contracted services include provision of digitised jury bundles for a limited number of Crown Court trials (around 40 a year, less than 0.5% of the number of CPS-prosecuted trials annually), where the volume of material is so substantial, or aspects of the case are so complex, that a specialist service, with an independent in-court operator, is required to assist Advocates for all parties in presentation of evidence to the Jury.

The Digital Jury Bundles solution does not intend, at this stage, to replace any of these existing services, and they will still be contracted where required as before. It is recognised that there may be some combined provision between these services and the Digital Jury Bundles solution – e.g. additional monitor screens may be contracted from these EPPE provisions to be utilised in a trial where the Jury are using the new Digital Jury Bundle solution.

## **8. High Level Mandatory Requirements**

The following requirements are mandatory. The Supplier must be able to meet these requirements for their bid to be assessed in full.

Mandatory Requirements	
MAN-01	Supplier must be able to supply the numbers and types of hardware specified in this document.
MAN-02	Supplier must be able to provide a managed service covering Configuration of Devices (e.g. MDM)
MAN-03	Supplier must be able to provide a managed service covering fitting of screen protectors and protective cases prior to device despatch
MAN-04	Supplier must be able to provide a managed service covering Deployment of Devices
MAN-05	Supplier must be able to provide a managed service covering a break-fix device service
MAN-06	Supplier must be able to provide a managed service covering Boost devices (see Requirement RES-05)
MAN-07	Supplier must be able to provide a managed service covering Service Support (i.e. helpdesk for device issues)
MAN-08	Supplier must be Cyber Essentials Plus accredited at contract award stage with evaluation thereof
MAN-09	Any customer data must be stored within the EEA.

## 9. Requirements

A – Hardware	
HW-01	<p>The Supplier <b>must</b> be able to provide hardware as well as software. Hardware to be supplied on a <b>lease basis</b>.</p> <p>We require tablet-style devices as the digital trial device. Currently the list of devices we would like to have quoted is as follows, however this is subject to further change and review throughout the life of the contract from pilot into potential national roll out.</p> <p>The Supplier must be able to quote prices for the following devices as a minimum (all should be latest model) –</p>

	<ul style="list-style-type: none"> <li>• Apple iPad Air 2024 – 11-inch screen, WiFi model</li> <li>• Apple iPad Air 2024 – 13-inch screen, WiFi model</li> <li>• Samsung Galaxy Tab S10+ 256GB</li> <li>• Samsung Galaxy Tab S10 Ultra 256GB</li> <li>• Windows Surface Pro (11th Edition) – 13-inch screen</li> </ul> <p>Please see further requirements below around peripherals and pricing structure.</p> <p>Please note we may consider an eventual outcome to buy part or all devices at our sole discretion but will enter into supplier negotiations separately and accordingly should this be the decision of the CPS within the life of the contract. For the purposes of this specification the current requirement is purely to lease the devices, subject to change depending on the above, but remaining within the scope of this contract.</p>
HW-02	Digital trial devices <b>must</b> be a minimum of 10.9” screen size, and ideally close to A4 paper size. Device size and position in the Courtroom should not restrict the Jurors view of the Courtroom, or the ability for the Judge and Counsel to see the Jurors.
HW-03	The digital trial device must have a minimum battery life of 8 hours of usage.
HW-04	The Supplier <b>must</b> agree to flexibility in device type in the event that Pilot phase trials reveal significant and insurmountable issues with the devices used during that Pilot phase.
HW-05	<p>For any trial, we would expect the following participants to be provided with a digital trial device –</p> <ul style="list-style-type: none"> <li>• Judge (x1 device)</li> <li>• Jurors (x12-14 devices)</li> <li>• Prosecution Advocate (x1-2 devices)</li> <li>• Defence Advocate (x1-3 devices)</li> <li>• Witness Box (x1 device)</li> <li>• Defendant (x1-3 devices)</li> </ul> <p><b>Note that the provision of a digital device to a defendant is to be confirmed post-award.</b></p>
HW-06	Spare devices <b>must</b> be available on-hand in the event of a device malfunction. With the above numbers of ‘live’ devices used within a trial, we would suggest a set of 25-30 devices per trial case (lower if defendant devices are not in scope).
HW-07	For each trial Courtroom, there must be an additional set of digital devices available for Jurors – for example, in a single trial Courtroom, the Jury on ‘Case A’ may be in retirement and considering their verdict and will need their digital jury bundle devices to review the evidence and their notes.

	<p>Whilst that Jury is deliberating, the trial for 'Case B' will have started in that same Courtroom, with a fresh jury (and new Advocates) requiring digital jury bundle devices. Noted that the 2<sup>nd</sup> set does not need to include Advocate, Judge, Defendant or Witness Box devices as these will be available from 'Case A' whilst the Jury are in retirement.</p>
HW-08	<p>The Buyer estimates that around 20,000 – 25,000 court-based digital trial devices may be required in total for national rollout. This figure includes additional devices required for break-fix and short-term 'boost' purposes. The supplier <b>must</b> be able to confirm they can supply such levels.</p> <p>As exact numbers are not fully known, and may change depending on Pilot experience, the Supplier is asked to provide, in the financial template, pricing for device, pen/stylus and charging cabinets based on the following tier levels –</p> <ul style="list-style-type: none"> <li>• 1 – 1000 devices</li> <li>• 1001 – 5000 devices</li> <li>• 5001 – 10,000</li> <li>• 10,001 – 20,000</li> <li>• 20,001 – 30,000</li> <li>• 30,001 – 40,000</li> </ul>
HW-09	<p>Digital Trial devices <b>must</b> have suitable physical protection against day-to-day knocks and bumps. A screen protector and a tough protective case is a minimum requirement. The Supplier is asked to provide/install these as part of the Buyer requirements for all initially provided devices and any replacement (e.g. break-fix or boost) devices.</p>
HW-10	<p>A stylus or digital pen <b>must</b> be provided to all digital trial device users. Contingency supplies of these <b>must</b> be available in the event that these go missing.</p>
HW-11	<p>The Supplier <b>must</b> be able to provide a means of charging and securely storing devices – e.g. secure charging/storage cabinets.</p> <p>Any storage/charging units should meet the relevant safety regulation standards (e.g. Electrical Equipment (Safety) Regulations 199 and should have a CE or UKCE marking).</p> <p>We estimate we may need around 800 30-device cabinets. The supplier <b>must</b> be able to confirm they can supply such levels.</p>
HW-12	<p>Devices must be clearly externally labelled/asset tagged (e.g. Devices labelled 001 to 025) so users can be sure they handle only 'their' device during the day, to mitigate any virus or germ transference.</p>
HW-13	<p>Devices <b>must</b> be able to connect to Court wi-fi. We will work with HMCTS if any bespoke Wi-Fi connectivity (e.g. dedicated SSID/network) is required.</p>

HW-14	Crown Courts are varied in terms of size and available space, and so the Supplier <b>must</b> be able to have flexibility in terms of type of storage/charging units used.
HW-15	Digital trial devices <b>must</b> be able to be fully sanitised easy and quickly to minimise the transmission of germs or infections.
HW-16	Every device provided by the Supplier <b>must</b> be still in receipt of support by the manufacturer/OS provider – i.e. OS updates and security updates still being available.
HW-17	<p>Jurors and other digital trial device users <b>must</b> only be able to access the Jury bundle software (i.e. no other software or applications) on the device. The software should launch on the device as soon as the device is turned on (or after any PIN has been input).</p> <p>Please see the Security section of this document for further information on device security and examples of things the Jurors should not be able to operate on the devices.</p>
HW-18	The solution <b>must</b> be able to display or ‘cast’ certain documents onto large screens in the Courtroom – for example if the Prosecution Advocate wishes to show a particular exhibit to the whole Court. If possible, we would like their devices to be able to do this if required by connecting to those screens. All Courtrooms have hardware which enables laptops or devices to connect to court screens via USB/USB-C/HDMI and other cable connectivity. This should not compromise any data security aspects outlined elsewhere in this document.

B - Accessibility	
ACC-01	The hardware must be configured so that native accessibility tools (e.g. Windows, iOS or Android accessibility tools such as colour filters, screen reader, speech-to-text) are available if required. Use of these tools by Jurors in a trial environment is dependent on further discussion with CJS partners.
ACC-02	The digital devices <b>must</b> be a minimum of 10.9” screen size to ensure that users, particularly those with sight difficulties can view the screen well. Ideally the devices should be nearer to A4 paper size.
ACC-03	The digital devices <b>must</b> be easily portable, holdable, and navigable by users with mobility and dexterity issues.

ACC-04	The support service provided by the Supplier <b>must</b> be diverse to accommodate multiple methods of engagement and incident resolution for physical and neurodiverse accessibility users.
ACC-05	The Solution <b>must</b> be capable of transmitting audio (e.g. text-to-speech audio) to a range of headsets – i.e. over-ear, in-ear or bone-conducting, either by physical jack connection or Bluetooth connectivity.

C – Security	
SEC-01	The supplier <b>must</b> agree to provide a Security Management Plan. The report is to be delivered and approved by the Buyer before data is moved to the service, and then annually reviewed with changes updated on the anniversary of the contract start.
<b>Governance Framework</b>	
SEC-02	The supplier <b>must</b> have a security governance framework that coordinates and directs the overall approach to the management of the service and information within it.
SEC-03	The supplier <b>must</b> provide details of their governance framework, including evidence of:
SEC-03a	- a named board representative (or a person with the direct delegated Buyer) who is responsible for the security of the service.
SEC-03b	- a documented framework for security governance, with policies governing key aspects of information security relevant to the service.
SEC-03c	- Security and information security are part of the supplier's risk management and reporting mechanisms, ensuring that the board would be kept informed of security and information risk.
SEC-03d	- processes to identify and ensure compliance with applicable legal and regulatory requirements.
<b>Data in transit protection</b>	
SEC-04	The Buyer's information <b>must</b> be adequately protected against tampering and eavesdropping (integrity and confidentiality) when transiting networks via a combination of network protection (denying an attacker access to intercept data) and encryption (denying the ability for an attacker to read data).
SEC-05	Data in transit <b>must</b> be protected:
SEC-05a	- between the end user device(s) and the service
SEC-05b	- internally within the service
SEC-05c	- between the service and other services (e.g., where APIs are exposed)

SEC-06	Where any encryption standard is used, this <b>must</b> be robust and not 'Broken'. Please provide details of how this requirement will be met.
	<b>Data at rest protection</b>
SEC-07	Data at rest <b>must</b> be protected, in line with the NCSC Cloud Principles, in particular Principle 2 - Asset protection and resilience.  As a minimum, data <b>must</b> be encrypted to AES 256 standards.
SEC-08	All data stored on the digital trial device, whether in permanent or temporary memory, including but not limited to files, databases, and app cache, <b>must</b> be protected using industry-standard security measures
	<b>Separation between consumers</b>
SEC-09	Separation <b>must</b> exist between The Buyer's information and that of the supplier's other customers to prevent other users (including but not limited to malicious or compromised users) of the service being able to affect The Buyer's use of the service or The Buyer's data, and therefore impacting on the confidentiality, integrity, or availability.
SEC-10	Please provide details of:
SEC-10a	- where the separation controls are implemented
SEC-10b	- the level of assurance available in the implementation of those separation controls
	<b>Operational security</b>
SEC-11	The solution <b>must</b> be operated and managed securely in order to impede, detect or prevent attacks. Please provide assurance that you have procedures to ensure:
SEC-11a	- Configuration and change management: Changes to the systems that run the solution have been properly tested and authorised. Changes should not unexpectedly alter security properties.
SEC-11b	- Vulnerability management: The supplier <b>must</b> have a management process in place to assess new threats, identify, triage and mitigate vulnerabilities within the solution.
SEC-11c	- Protective monitoring: The supplier <b>must</b> have measures in place to detect attacks, misuse, and malfunctions in the service.
SEC-11d	- Incident management: pre-planned event management processes <b>must</b> be in place so the supplier can respond to events and recover to a secure, available service.
SEC-12	The supplier <b>must</b> give assurance that a certified and valid third-party penetration testing organisation (e.g., CHECK, CREST, Tiger scheme or equivalent), which are approved by a trusted body, has assured the security of the software/service. The Buyer expects that the service is subject to an annual penetration test.

SEC-13	Should the Buyer wish to conduct its own penetration testing, the Supplier <b>must</b> provide every assistance to the Buyer and its contractors to facilitate this. This includes any penetration testing of APIs.
SEC-14	Any Buyer data including but not limited to jury bundle documents, juror annotations, case data, user log-in data <b>must</b> be stored and processed within the EEA.
SEC-15	The Supplier <b>must</b> alert the Buyer of any attempt to tamper with the Buyer's data contained within the Supplier's platform.
SEC-16	The solution <b>must</b> meet the NCSC product standards.
SEC-17	Not applicable
SEC-18	The solution <b>must</b> meet the NCSC Cloud principles.
SEC-19	Device Security – A screen-lock <b>must</b> be enabled so that a PIN is required again if device left unattended for over 10 minutes.
SEC-20	Device Security - Devices <b>must</b> be PIN protected, with the device/account locked after 5 unsuccessful attempts. A user with elevated rights (e.g. service desk operative) should be able to unlock the device/account on request.
SEC-21	Device Security - Only minimal required functionality enabled. All other device functionality (e.g. camera) <b>must</b> be locked down/hardened.
SEC-22	Device Security - Any data transfer functionality <b>must</b> be disabled (e.g. Bluetooth, Wi-Fi Direct, NFC, SIM or memory card insertion/use, general internet connectivity, USB data ports) to ensure all data is 'airlocked' and cannot be exfiltrated.
SEC-23	Device Security – The device <b>must</b> be 'locked' so that users can only display the Digital Jury Bundle software/app – i.e. they cannot navigate to away from the DJB software to other OS apps.
SEC-24	Device Security – The device/OS <b>must</b> offer a 'clean' interface, with no OS pop-ups or other notifications appearing on the device.
SEC-25	Device Security - Screenshotting <b>must</b> be disabled.

SEC-26	Device Security - Settings menus <b>must</b> be inaccessible or disabled. Access to any 'developer mode' on the device <b>must</b> be blocked or password protected.
SEC-27	Personnel within the supplier's organisation, or employed via a 3rd Party, with access to The Buyer's data or systems associated with it need to be trusted. They <b>must</b> be subjected to adequate personnel security screening and security education for their role which conforms as a minimum to HMG Baseline Personnel Security Standard.
SEC-28	The supplier <b>must</b> provide details of:
SEC-28a	- the level of security screening conducted on their staff that would have access to The Buyer's information, or with ability to affect the service.
SEC-28b	- any regular training provided to those staff.
SEC-28c	- the number of people necessary to have access to The Buyer's information or could affect the service.
SEC-28d	- Any circumstances which arise or any new information is obtained about employees which could have an impact on security clearance or suitability to operate in their role accessing the organisations data or systems.
SEC-29	The Buyer requires those employees of the Supplier, or those employed through a 3rd Party by the supplier, who have access to the The Buyer's data or systems (e.g. Jury bundle content) to be vetted via The Buyer's own DBS checks. In addition, the above persons will need to hold Security Check (SC) level (including 'spent convictions' checks) clearance. The Buyer may accept Supplier-provided proof of this, albeit we reserve the right to conduct our own SC checks. The supplier <b>must</b> be agreeable to this.
SEC-30	The Supplier <b>must</b> agree to assist The Buyer or any official investigation agency (e.g. Police) should the Buyer have concerns around safety and security of the Buyer's data or Casework material utilised in the solution. This may include, but not be limited to, review of system logs.
SEC-31	The Supplier <b>must</b> be willing to support the Buyer in any criminal prosecution which may arise from the Buyer's assistance in an investigation. This may include providing a witness statement or attendance at a criminal court or tribunal in a witness capacity.

D - Availability & Resilience	
RES-01	The Supplier <b>must</b> provide a service with a minimum of 99.95% uptime over any monthly reporting period without service degradation.
RES-02	The supplier <b>must</b> inform The Buyer of any service loss, service degradation or disruption to agreed SLA's.
RES-03	The supplier <b>must</b> provide The Buyer with advance notice of any maintenance of the service likely to affect use of service, with specific date and times/windows. This <b>must</b> be provided with a 2-week notice period.
RES-04	<p>The supplier <b>must</b> provide a disaster recovery plan for the service, which supports the minimum requirement of 99.95% uptime of the service.</p> <p>This does not include software, hardware or data hosted within the Buyer's environment.</p> <p>This plan may also cover (but not be limited to) the following –</p> <ul style="list-style-type: none"> <li>• Safeguarding from loss or damage - the Supplier <b>must</b> safeguard Software and Buyer Data against loss or damage.</li> <li>• Restoration State - In the event of the loss of a System, the Supplier <b>must</b> ensure that Software and Buyer Data are fully restored to the state at the point of failure within the relevant Service Levels.</li> <li>• Verification of Back-ups - the Supplier must ensure that all data pertaining to the solution (including MDM profiles) is backed up to a secure location. This will ensure that, in the event of system failure all System data can be restored from these backups. Backup of any data held away from the file servers (i.e., on a User Device) will be the responsibility of the User. Records of the backup verification tests will be made available to the Buyer on request.</li> <li>• Distribution of Data - The Supplier <b>must</b> ensure there is a redundant storage system such that the loss or failure of any one component of that system does not cause a loss of Buyer data. For example, the data <b>must</b> be distributed over multiple storage devices with some kind of parity data generation. Also at least two copies of the data might be stored in locations at least 50 miles linear distance apart from each other.</li> <li>• Off-Site Backup - The Supplier Solution shall ensure that at least one copy is an off-site backup which is managed and stored in an independent manner.</li> </ul> <p>The Supplier <b>must</b> agree to review the plan annually (as a minimum) and implement revisions within a timescale agreed with the Buyer.</p>

RES-05	<p>As stated in Section 7 (Trial Environment), there will be occasionally be trials which require an unordinary number of digital trial devices (e.g. 7 defendants, with each defendant having two advocates – a Kings Counsel and a Junior Barrister - appearing for them).</p> <p>The Supplier, therefore, <b>must</b> provide a process for a short term “boost” of trial devices to cater for those trials which have an unordinary number of digital trial devices. The Supplier <b>must</b> be able to provide these devices to the required location within 7 working days of request and have a process for the devices to be returned when no longer required.</p>
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E - Asset & Data Protection	
ASS-01	All assets <b>must</b> be marked/tagged and recorded in a configuration management database (CMDB) which the Supplier <b>must</b> keep up to date & to which the Buyer has access to.
ASS-02	The supplier <b>must</b> ensure that any changes to the solution are logged within the CMDB as a record of the configuration of the solution, including full version information of all components
ASS-03	The Buyer's information and the assets being stored or processed by the Supplier or any of its 3 <sup>rd</sup> Party contractors <b>must</b> be protected against physical tampering, loss, damage or seizure.
ASS-04	<p><b>Data sanitisation</b></p> <p>The process of provisioning, migrating and de-provisioning resources <b>must</b> not result in unauthorised access [The Buyer] data. It <b>must</b> not be:</p> <ul style="list-style-type: none"> <li>- retained by the supplier indefinitely.</li> <li>- accessible to other users of the service as resources are reused.</li> <li>- lost or disclosed on discarded, lost or stolen media.</li> </ul> <p>Controls <b>must</b> be implemented to ensure that:</p> <ul style="list-style-type: none"> <li>- [The Buyer] data is erased when resources are moved or re-provisioned, when [The Buyer] leave the service or request it to be erased.</li> </ul> <p>Storage media which has held [The Buyer] data is sanitised or securely destroyed at the end of its life.</p>
ASS-05	The Supplier <b>must</b> be able to provide a Certificate of Data Destruction where any hardware containing the Buyer's data is wiped or destroyed.
ASS-06	<p><b>Equipment disposal</b></p> <p>Once equipment used to deliver a service reaches the end of its useful</p>

	<p>life, it <b>must</b> be disposed of in a way which does not compromise the security of the service, or [The Buyer] data stored in the service.</p> <p>Controls <b>must</b> be in place that ensure:</p> <ul style="list-style-type: none"> <li>- All equipment potentially containing [The Buyer] data, credentials, or configuration information for the service is identified at the end of its life (or prior to being recycled).</li> <li>- Process is in place to link to the data sanitisation process</li> <li>- Accounts or credentials specific to redundant equipment are revoked to reduce their value to an attacker.</li> </ul> <p>The Supplier should be able to evidence its commitment to the Waste Electrical &amp; Electronic Equipment (WEEE) protocols and guidance with regards to recycling of redundant equipment and components.</p>
ASS-07	<p><b>UK Data Protection Act</b></p> <p>The Supplier <b>must</b> ensure that all aspects of the provision of the solution and specifically when handling CPS information, is in line with UK Data Protection legislation.</p>

#### F - Training

TRG-01	<p>Personnel within the supplier's organisation, or employed via a 3rd Party, with access to The Buyer's data or systems associated with it <b>must</b> have undertaken Supplier-provided training on the Data Protection Act training before being provided with access rights to the Supplier's data or systems.</p>
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#### G - Support

<p>The Supplier is asked to provide a support package to cover any issues experienced with the solution (i.e. hardware defects/breakages).</p>	
SPT-01	<p>The CPS core business hours are 7am-7pm, Monday to Friday, with some staff working weekends. The Supplier is asked to provide a BAU support package to cover issues arising during 7am-7pm Monday – Friday.</p> <p>This <b>must</b> ensure that tickets can be raised by the Buyer's primary service desk.</p>
SPT-02	<p>The Support package <b>must</b> include a second and third line level of support for tickets raised.</p>

SPT-03	The Support package <b>must</b> include a process, including logistics, for replacing defective devices.
SPT-04	The support package <b>must</b> include a process for intrinsic issues (i.e. hardware) to be escalated with the providers of those products, with a resolution path identified and monitored.
SPT-05	The support package <b>must</b> include a process for issues not falling within the Supplier remit (e.g. Court or CPS Network issues mistakenly reported as DJB issues) to be passed onto the relevant service provider (i.e. CPS or HMCTS service support).
SPT-06	Any defective devices <b>must</b> be replaced by a working device within 2 working days of a ticket being raised.
SPT-07	The replacement device <b>must</b> be of the same model/year (or newer) as the one being replaced.
SPT-08	The Supplier <b>must</b> provide a service to ensure that any software or hardware updates (e.g. security patching, OS updates, software updates) are rolled out to devices when necessary, but only when the Supplier is assured they will not adversely affect the solution deployed. Any updates must not trigger an installation process within core Court hours (9am-5:30pm) to avoid disruption of the trial.
SPT-09	The Supplier <b>must</b> be able to integrate with the Buyer's ITSM tool (currently ServiceNow) to enable the Buyer to track progress against tickets raised and also re-assign tickets to the Supplier if they are raised with the Buyer directly.
SPT-10	The Supplier's support service <b>must</b> accord with ITIL best practice when dealing with incidents, problems and major incidents.
SPT-11	The Supplier <b>must</b> provide the Buyer, post award, with contact information and escalation points for all 3 <sup>rd</sup> Party suppliers in the Supplier's procurement chain for the solution.

## H – Project & Contract Governance

GOV-01	The Supplier <b>must</b> nominate a dedicated project manager from the Supplier's side, with responsibility for the management of the Supplier activities, and liaison with the Buyer's project Team on activity coordination, throughout the project.
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## H – Project & Contract Governance

GOV-02	<p>The Supplier <b>must</b> commit to support attendance at Monthly Contract Management Governance Meetings with The Buyer and provision of the required Management Information.</p> <p>This will include but not be limited to:</p> <ul style="list-style-type: none"> <li>- Overview of performance in previous month based on agreed service management metrics.</li> <li>- Track progress against deliverables/milestones (during implementation etc)</li> <li>- Track progress of actions for BAU and escalated issues and activities.</li> <li>- Monitor finance position.</li> <li>- Capture and review risks, actions, issues, decisions, and lessons learned.</li> <li>- Track and ensure progress of continuous improvement activities.</li> </ul>
GOV-03	<p>The Supplier <b>must</b> commit to support attendance at the Quarterly Senior Stakeholders Meeting to include key senior management stakeholders from both the Supplier and The Buyer to manage and monitor:</p> <ul style="list-style-type: none"> <li>- The strategic relationship as it pertains to architectural vision and direction and the alignment of this with the service provision.</li> <li>- Overall performance assessment against agreed metrics.</li> <li>- Sharing of service and (where relevant technology) future pipeline with The Buyer.</li> <li>- Sharing of The Buyer's pipeline of changes affecting use of the service.</li> <li>- Progress against joint strategic initiatives</li> <li>- Risk &amp; issue escalations</li> </ul>
GOV-04	<p>A named Service Delivery Manager <b>must</b> be allocated by the supplier for the duration of the contract. The Buyer <b>must</b> be notified of any change to the Service Delivery Manager. There <b>must</b> be a defined escalation route for contractual issues.</p> <p>The Service Delivery Manager role shall be responsible for the following:</p> <ul style="list-style-type: none"> <li>- Management and performance of contract</li> <li>- escalation point for queries, advice, and issues.</li> <li>- Identification of opportunities for improvement</li> <li>- preparation and participation of service and contract review meetings</li> <li>- risk &amp; issue Management</li> </ul>
GOV-05	<p>There <b>must</b> be a defined and agreed escalation process for performance/contractual issues which arise during the contracted period that is shared with The Buyer.</p>

H – Project & Contract Governance	
GOV-06	The Supplier <b>must</b> have a complaints procedure that is shared with The Buyer.
GOV-07	<p>The 'Supplier' <b>must</b> develop, operate, maintain, and amend, as agreed with The Buyer, processes for:</p> <p>The identification and management of:</p> <ul style="list-style-type: none"> <li>• Risk</li> <li>• Issues</li> <li>• Lessons learned.</li> <li>• Opportunities</li> <li>• Decisions.</li> </ul>
GOV-08	The Supplier <b>must</b> complete a Balanced Scorecard which will be combined with The Buyer score card and assessed jointly on a quarterly basis. The Supplier and The Buyer will meet to consider the scores and comments, with both parties agreeing key actions.
GOV-09	<p>The Supplier <b>must</b> provide a monthly Management Information report within 5 working days of the start of the month, in preparation for the Contract Management Governance Meeting which shall be scheduled by The Buyer with the Supplier within 10 WDs of the start of the month.</p> <p>The report for the previous month shall include at least the following:</p> <ul style="list-style-type: none"> <li>- Overall progress summary</li> <li>- Performance appropriate SLA's and KPI's (see Sections 10 &amp; 11 of this document)</li> <li>- Financial tracker</li> <li>- Risks &amp; Issues</li> <li>- Areas where the supplier has added Value.</li> <li>- Supplier identified areas for improvements.</li> </ul>

I - Continuous Improvement	
IMP-01	The Supplier <b>must</b> be committed to a philosophy of continuous improvement, open to or actively seeking suggestions to improve their solution and service, and utilising innovation to do the same.
IMP-02	The Supplier <b>must</b> consult the Buyer in good time prior to any system or interface changes which might either affect system performance or require amendment to end-user training materials.

## 10. Requirements – Desirable

DES-01	Not applicable
DES-02	The digital trial devices <b>should</b> be capable of being tracked (e.g. by GPS signal or other) so that any missing devices can be recovered.
DES-03	The solution, if viewed on a tablet device, <b>should</b> be able to display the bundle material with equal useability in both portrait and landscape view on the digital trial device.
DES-04	The Supplier <b>should</b> have ISO27001 (or equivalent) certification. If an equivalent certification is submitted, the supplier must be able to demonstrate and assure the Buyer that the Buyer's data is fully secure across the range of ISO27001 criteria.

## 11. Annex A – Personas

The below are provided to give the Supplier context in terms of what individual users may want from the overall digital jury bundle product (i.e. the combined solution of Hardware, Software and Support). These are not formal requirements and are provided to assist the Supplier in gaining the wider user perspective.

CPS Paralegal
<p>Sophia is a CPS Paralegal Officer. She has to produce a Jury Bundle before the trial, with 15 sets of papers printed off and placed in ring-binders. Sometimes she gets the bundle requirements from Counsel in time to send the bundle to off-site printing, but often she has to print the bundles herself because bundle requirements have been subject to delay.</p> <p>Sophia often performs paralegal duties in Court, in support of Prosecution Counsel &amp; witnesses as well. She often covers 2-3 Court simultaneously and is therefore extremely busy throughout the day supporting these Courts, where one of her tasks is to make amendments to jury bundles as the trial progresses. This usually involves her spending break times printing 15 copies of various documents.</p>

PAR-01	I need to have a solution which is intuitive and easy to operate with minimal training
PAR-02	I'd like to be able to send a copy of the digital jury bundle to Counsel or the Judge in advance of the trial, so that they can use it to prepare their case/annotate their own version of the bundle.
PAR-03	I need to be able to transfer a set of bundle documents to the right set of devices (e.g. devices only associated with my trial) and know they have landed without physically checking each device.
PAR-04	I need to be able to have the bundle amended at any stage during the trial – either to add further things to it, delete items from it or edit/redact items within, and to know that changes have replicated onto all devices without having to physically check each one.
PAR-05	If I am amending the Juror bundle, including redacting material (e.g. Counsel may have informed me that p.37 of the bundle contains a phone number which should have been redacted), I need to be able to do so without being able to view any annotations made by the Jurors to their bundles.
PAR-06	I need to be able to wipe all bundle material from all of the devices at the end of the trial. I do not want to have to physically do this on each individual device – to save time, I need to be able to do this remotely, and with a command that removes the material from all devices concurrently. It would be useful if I could have some kind of dashboard which let me see what material was on the devices and which would confirm that material had been removed.

Prosecution Advocate	
<p>Paul is a Barrister instructed by the CPS to prosecute a Crown Court trial, involving a number of witnesses and a significant number of jury bundle exhibits.</p> <p>Paul needs to be able to communicate effectively with the Jury and witnesses whilst also navigating a jury bundle and making notes of what witnesses are saying but also his own thoughts on those words.</p> <p>He needs a way of being able to do all of these things quickly and easily, with technology assisting rather than obstructing his advocacy.</p>	
PROS-01	I'd like the CPS to be able to send me a copy of the Jury bundle in advance of the trial so I can prepare my case and annotate my bundle – knowing that my notes will be there on my copy of the digital jury bundle solution when the trial begins.
PROS-02	I need to be confident of version control – that everyone (Judge, Jury, Defendant, Defence) is looking at the same version of the bundle.

PROS-03	I need jurors to be able to annotate the bundle digitally to aid their quick recall during deliberation – such as underlining or highlighting key pieces of text, circling a part of a photograph, drawing connecting lines on a map or plan, or writing notes anywhere in the bundle.
PROS-04	I need jurors to be able to easily navigate to specified parts of the bundle at my request.
PROS-05	I need to be able to control juror devices to the extent that I can force them to go to a certain page in their bundle. This is to ensure the trial flows effectively and efficiently – I do not want to have to wait up to 10 mins for jurors to try and navigate to a certain place in the bundle on their own.
PROS-06	I may still need to have items displayed outside of a tablet-sized screen – for example a map or a plan where the jury need to see the overall picture as well as the detail at the same time. This might require large-screen display, or a printed document of A3 or A2 size.
PROS-07	I will need to work on my bundle outside of Court hours – make annotations or review the bundle. I appreciate that CPS may not want their devices to leave the Court room and so I need to be able to access my bundle on any device, including my own personal laptop at home, in order to do this. I need any changes I make on my bundle to sync so that when I access my bundle on the CPS device the next morning, my annotations and amendments are there.
PROS-08	I need to be able to add material to the Jury bundle myself if, for example, the CPS Paralegal is not around.

Juror	
<p>Alice is a Juror in a Crown Court trial. This is her first time as a Juror and she is nervous and a little over-whelmed at the experience. Before she entered the Courtroom, she was provided with a huge amount of information in her juror induction session. When she entered the Courtroom, she was struck by the seriousness of the occasion and by the participants dressed very formally in wigs and gowns. She hopes that she can remember everything that was said to her in the induction session as she wants to do her duty, but at the moment she is struggling. Alice has a moderate level of IT skills – she has a mobile phone and uses a tablet device at home to browse the internet, book holidays and engage occasionally with social media.</p>	
JUR-01	I need to be provided with training on both navigation and annotation of the bundle, and feel confident using the bundle, before going into the Court room.

JUR-02	I need to be able to navigate the device easily and intuitively, and quickly find the page being referred to by the Judge or Barrister.
JUR-03	I need to be able to identify my allocated device – I don't want to pick up someone else's device by mistake, as I have fears over germs and Covid.
JUR-04	I need to be able to annotate the bundle digitally but also have the ability to make notes on paper if I prefer. If I make annotations digitally, those annotations need to stay on the page annotated if pages are added to or deleted from the bundle.
JUR-05	I sometimes need to be able to refer to more than one document at a time.
JUR-06	I need to be able to see the evidence clearly (e.g. photographs) and be able to zoom in to view detail.
JUR-07	I need to have support during the trial if I have trouble navigating or annotating.
JUR-08	I need a large screen device – though the size and position should not obstruct my view of the Courtroom, or obstruct the Judge's/Counsel's view of me.
JUR-09	I need a device which has basic accessibility options available, and I need to know how to access and use them.
JUR-10	I need index or page references/numbers to be up to date and correct, so that if bundles are amended part way through the trial, my page references/numbers match everyone else's.

Trial Judge	
Her Honour Judge Evans is the trial Judge. Part of her role is to ensure the trial is conducted in accordance with relevant law and practice and to ensure that it runs fairly but also smoothly. Any new technology used in her Courtroom during the trial process must work without issue, and must assist the Court and the trial process rather than hinder it.	
JUD-01	I need all trial participants to be comfortable using the digital solution, with appropriate training provided. I am concerned, however, that training does not impact disproportionately on the overall length of the trial – for example, we do not have a half-day training period for a two-day trial.

JUD-02	I want all trial participants to have a digital device available to them, including myself. A separate bundle device is necessary as myself and other participants will have other applications and material taking up our current available screens.
JUD-03	The Defendants must have access to the same material as the jury with a very strong preference that it be in the same format.
JUD-04	I want any jurors with visual or other disabilities to be supported by the technology, but if this is not possible, then other arrangements could be made.
JUD-05	I will need to be trained in the use of the devices – though it is recognised that the same level of training provided to jurors may be suitable.
JUD-06	I would like a “Page Snap” function to be available to Court professionals, including myself, so that Jurors devices can be ‘snapped’ or directed to the correct page by Counsel. When using paper bundles, I can usually see whether Jurors have turned to the right page. This would be more difficult with digital devices and so a ‘Page Snap’ functionality would be extremely useful.
JUD-07	It would be useful to have device functionality where material being shown to the Jury could also be displayed on the larger screens in Court if desired.
JUD-08	The ability to annotate the bundle digitally should be a vital function of the digital solution.
JUD-09	I would like Judges or Advocates to be able to access their bundle at home. If this cannot be done by these people taking the in-court devices home, then it would be satisfactory for judges or advocates to access their bundle online, via a synced cloud storage space.
JUD-10	The bundle which goes to the jury, and any additions or edits to that bundle must match the bundles on the HMCTS DCS repository. It is particularly crucial that the pagination of the bundles in DCS matches the pagination of the bundles on the Juror devices.
JUD-11	I require a clear infrastructure of technical support to be put in place. It is crucial that, where technical issues arise, these are resolved expediently with minimal loss of Court time. For example, if a juror device fails, I would expect it to be swapped out for a working device, with the jurors annotated bundle loaded onto it, very quickly.
JUD-12	I would like bundle pagination to work in a way which assists the Advocates. When material is added or subtracted, we need to be able to elect whether the pagination is updated for all items OR the existing pagination retained but with interleaved pages (eg 14A, 14B). With substantial bundles advocates prepare (for example, cross

	examination) with notes of relevant pages and judge and jury will make notes using the pagination. Once that process has started I cannot have all those notes rendered redundant.
JUD-13	I would like to be able to add documents to the Juror bundles myself – for example, legal directions or copies of closing remarks.

Defence Advocate	
<p>Sophia is a Barrister instructed by the Defence to represent a Defendant in a Crown Court trial. The trial involves a number of witnesses and a significant number of jury bundle exhibits.</p> <p>Sophia needs to be able to communicate effectively with the Jury and witnesses whilst also navigating a jury bundle and making notes of what witnesses are saying but also his own thoughts on those words.</p> <p>She needs a way of being able to do all of these things quickly and easily, with technology assisting rather than obstructing her advocacy.</p>	
DADV-01	As per Prosecution Advocate requirements above.
DADV-02	I may need to discuss/show aspects of the bundle with the defendant in a private area, which may be the Custody area and therefore may be out of reach from the Courtroom Wi-Fi.
DADV-03	I may need to be able to add items to the Jury Bundle without the Prosecution team being able to see them in advance – there may be documents the defence team have obtained which I want to show to the witness during the trial without risk of them having prior warning.
DADV-04	If my client (the Defendant) struggles with any digital technology, I may be required to assist him. This may prove difficult, as I will either be presenting the Defence case, or will be listening intently to the Prosecution case. I therefore need any technology to be as easy to use and intuitive as possible so my client does not need assistance.

Defence Solicitor	
<p>Tariq is a defence solicitor instructed by the Defendant in a Crown Court trial. As his client is in custody, he has limited opportunity to consult with the Defendant on their case – therefore Court appearances provide the ideal opportunity to discuss the case with his client in person.</p>	

DSOL-01	I may need to discuss/show aspects of the bundle with the defendant in a private area, which may be the Custody area and therefore may be out of reach from the Courtroom Wi-Fi.
DSOL-02	I need to be able to add material to the Jury bundle myself if, for example, the CPS Paralegal is not around.
DSOL-03	If my client (the Defendant) struggles with any digital technology, I may be required to assist him. This may prove difficult, as I may be dealing with clients across 2-3 other Courts that day. I therefore need any technology to be as easy to use and intuitive as possible so my client does not need assistance.

<b>Defendant</b> <b>(Note - defendant having a digital device is still subject to confirmation)</b>	
Colin is the defendant in a Crown Court trial. He has been in and out of prison for a number of years now for violence and drugs offences and struggles with addiction and mental health issues. He has a low level of IT skills and prefers to use paper and pen rather than digital systems.	
DEFT-01	I need the device to be extremely intuitive and easy to navigate.
DEFT-02	I need to be able to annotate my bundle in the secure dock area.
DEFT-03	I will not be taking my device home or into custody during the trial.
DEFT-04	I will not need to access my bundle from another (e.g. personal or prison) device.

<b>Court Dock Officer/Security Guards</b>
<p>Geoff is a security guard employed to ensure the safety of those involved in a Crown Court trial. He usually stands in the secure dock with defendants during the trial.</p> <p>Geoff needs to ensure that defendants cannot harm themselves or others, or be harmed by others throughout the trial.</p> <p>Most defendants are calm and not problematic, but on one occasion he has been attacked himself by a defendant who hit him with a lever-arch file full of Jury Bundle papers.</p>

DOCK-01	I do not want any digital device to be used as a potential weapon against me, and devices must be secured or provided in a way which minimises any risk of this.
DOCK-02	There are some Defendants who shouldn't be provided with any kind of digital device due to their volatile nature.
DOCK-03	Defendants, even those in secure custody, are also called to the witness stand. If a digital device is to be used in the witness stand, this needs to be secured and not possible to be used as a missile or weapon.
DOCK-04	I cannot be involved with assisting the defendant with their navigation of their device in the secure dock, as there are health & safety risks in doing so and this may detract from my duties.

Trial Witness	
Simon is a witness in a Crown Court trial. The offence he witnessed took place over a year ago and so he is a little nervous about giving evidence and remembering what happened. He has been provided with a copy of the witness statement he made to the Police at the time. As he walks into the Courtroom, he is a little over-awed by the seriousness of the occasion and by the fact that everyone is looking at him as he walks into the Courtroom and to the witness box. He is now very nervous.	
WIT-01	I will sometimes be referred to exhibits within the Jury bundle when I am in the witness box. These should be easily available to me on the digital device – but I should only be able to see those items which the Prosecution or Defence Barrister wants me to view. I should not be able to view all parts of the bundle.
WIT-02	If I need to engage with the digital device, I would like it to be as easy as possible. I would like the Advocates to guide me through what I need to press as I give my evidence.
WIT-03	I may be asked to annotate a particular exhibit which I am shown on the digital device (e.g. mark on a digital map where I was stood when I witness the events). This annotated exhibit may be required to be added to the general Jury bundle if the Barrister or Judge requests so. If it is added to the bundle, it should be added as a new document, rather than an updated version of the original.
WIT-04	When I have finished giving my evidence, and finished cross-examination, the next witness using the device should not be able to access those documents I have viewed or annotated (unless their 'pack' contains the same exhibits).
WIT-05	I need to have support during the trial if I have trouble navigating or annotating.

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## Appendix 1 Warranty Services

Item	Warranty Period	Service Description	Supplementary Terms
Apple iPad	For contract duration (including any extension periods)	Maintenance of all Hardware, subject to the Manufacturer's or vendor's instructions, recommendations, or constraints;	<a href="https://www.apple.com/legal/warranty/products/uk-ireland-universal-warranty.html">https://www.apple.com/legal/warranty/products/uk-ireland-universal-warranty.html</a>
Microsoft Windows Surface Pro	MS Extended Hardware Service Srfc Pro GB 4Y from Purchase (or start of lease)	<p>The Supplier Service Desk shall triage Incidents and Requests logged on the Hardware, and where a hardware fault is identified, shall arrange for the shipping of advanced replacement stock, collection and repair of the Hardware.</p> <p>Where required, the Device Maintenance Service shall include the co-ordination of faulty Hardware repairs via third parties, utilising Manufacturer's warranties where possible;</p> <p>Where a Hardware device has been declared beyond economic repair ("BER") (as defined within the exclusions below) and replaced by the Buyer, Supplier may continue to provide the Device Maintenance Service on the like for like replacement for the remainder of the Services Term where warranty provisions allow.</p>	<a href="https://support.microsoft.com/en-gb/topic/warranty-and-protection-plan-terms-conditions-united-kingdom-3d6fca37-9cb4-426b-87d9-209978cc7cc5">https://support.microsoft.com/en-gb/topic/warranty-and-protection-plan-terms-conditions-united-kingdom-3d6fca37-9cb4-426b-87d9-209978cc7cc5</a>
Samsung Galaxy Tablet	2 years from Purchase (or start of lease)	<p><b>The Buyer will:</b></p> <p>Provide sufficient information to the Service Desk to allow the Incident or Request to be handled in the most efficient and timely way;</p> <p>Log Incidents and Requests via the agreed contact channels to be actioned by the Supplier Service Desk during the Hours of Cover;</p> <p>Maintain and locate the Hardware, in line with the Manufacturer's</p>	<a href="https://www.samsung.com/latin_en/support/warranty/">https://www.samsung.com/latin_en/support/warranty/</a>

guidelines;  
Purchase sufficient Spare Stock to facilitate advanced replacement service;  
Provide Supplier with the necessary physical access to fulfil the requirements of the Maintenance Service;  
Ensure safe and secure packaging of devices being returned to Supplier. Supplier may provide packaging subject to additional charges; and

### **Exclusions**

Repairs, replacements or maintenance, required as a result of:  
Relocation by the Buyer to another site, neglect, accidental damage, loss, theft or misuse of the Hardware by any party other than Supplier, including operation in a manner contrary to Manufacturer's operating instructions;  
Any modification to the Hardware which has not been previously discussed and agreed with Supplier;  
Intervention by any unqualified persons or any party other than the Supplier without the Suppliers prior consent;  
Physical loss or damage caused by any factor outside the control of Supplier including, but not limited to, fire, theft, vandalism, accidental or deliberate damage or destruction;  
Any failure or fluctuation of electricity supply, climate control or other environmental conditions;  
External or cosmetic damage to the Hardware;  
Any other goods affected by a defect in the Hardware;  
Electrical work external to the Hardware;  
Refurbishment or repair of any casing;  
Hardware which has come to the end of its natural service life or, which are in the reasonable opinion of Supplier, beyond economic repair, or for which

spare parts are no longer readily available;  
 Infrastructure repairs, replacements or maintenance, required as a result of relocation to another site;  
 Any supply of parts, or work, which is required because of the failure of the Buyer to inform Supplier promptly of any faults in the operation of the relevant Hardware, or the adding or removal of any accessories, attachments or other devices without Suppliers prior consent;  
 The cost of materials resulting from any malfunction of parts or other supplies that are deemed to be consumable by the original Manufacturer;  
 Any product identified as Vintage or Obsolete will be treated on a reasonable endeavours basis; and  
 Accidentally damaged devices requiring repair will be assessed and a quotation shall be provided to the Buyer for approval.

Stylus / Cases / Screen Protectors	-	Subject to individual manufacturers standard terms	
Charging Trolley	2 years from Purchase (or start of lease)	<p>Maintenance of all Hardware, subject to the Manufacturer's or Vendor's instructions, recommendations, or constraints;</p> <p>The Supplier Service Desk shall triage Incidents and Requests logged on the Hardware, and where a hardware fault is identified, shall arrange for warranty support from the vendor. Provide warranty support by sending of replacement parts with on-site engineering attendance on a next business day basis where the incident is submitted before 12:00 on a Working Day, and subject to the Buyer allowing access to the premises. Replacement USB-C cables will be supplied under warranty where the fault lies with a</p>	<a href="https://zioxi.com/terms-and-conditions/">https://zioxi.com/terms-and-conditions/</a>

		<p>manufacturing defect, with wear and tear, or accidental replacements being subject to additional charge.</p> <p><b>The Buyer will:</b></p> <p>Provide sufficient information to the Service Desk to allow the Incident or Request to be handled in the most efficient and timely way;</p> <p>Log Incidents and Requests via the agreed contact channels to be actioned by the Supplier Service Desk during the Hours of Cover;</p> <p>Maintain and locate the Hardware, in line with the Manufacturer's guidelines;</p> <p>Provide details of any troubleshooting attempted.</p> <p>Specify any requirement for on-site engineering services.</p> <p>Return any self-installed parts to Supplier.</p> <p>Confirm site contact.</p> <p>Confirm site contact number.</p> <p>Confirm access times to the trolley.</p>	
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## Appendix 2 Device Management Service

The Supplier will provide an administration and configuration service that provides end to end management from the initial enrolment of devices throughout their entire lifecycle. The service includes:

- Fulfilment of Service Requests
- Instance and Endpoint Management and Reporting
- Software, Application and Security Updates
- Technical Roadmap Review

## **Fulfilment of Service Requests**

The Supplier accepts support and change requests from pre-agreed authorised contacts only. In our experience, having a single (or few) point of contact allows us to best plan, work through and agree incident responses and change requests, improving the customer experience.

The authorised contact(s) are responsible for qualifying and pre-authorising any updates to devices.

Examples of accepted service requests include:

- Modifications of device enrolment workflows
- Modification of default device configuration profiles (e.g. additional restrictions)
- Lost Mode activation/deactivation

## **Instance and Endpoint Management and Reporting**

The Supplier will provide proactive management of the solution via the MDM platform, this enables the Service Team to anticipate potential events, and quickly begin investigation and implement remediation activities.

- Number of Managed Devices
- Device not checked in within the last 90 days
- Operating System versions in use
- Firmware password not set (Device dependant)
- System integrity protection disabled
- Hardware Compatibility with current Operating System versions

Customisation requirements will be captured as part of the Device Management setup or can be submitted as a change request.

## **Operating System (OS) Updates and Security Updates**

The Buyer continually evaluates Apple, Samsung and Microsoft developer release Operating System updates covering point releases to fix or improve the existing OS or address security vulnerabilities. Upon public release of an update or patch it will be tested and deployed following the processes outlined below.

### **OS Updates;**

#### **1. Testing**

The Buyer will run a test cycle in line with patching being issued by Manufacturer. Supplier will operate the same testing process as detailed below, highlighting issues found during our own pilot group testing as well as using insight gathered from multiple customers.

#### **2. Communication**

The Supplier will issue advisories on the changes in updates and any possible impact this could have to the Buyer. The information will be gathered from industry sources as well as our own testing and insight from other customers.

#### **3. Pilot Testing**

Pilot testing is available on Buyer request. The Supplier highly recommend a pilot group to be on an early release ring for OS updates. Buyer user acceptance testing would typically run for 1 week.

#### **4. Deployment**

A staggered deployment model will be used for updates, the maximum an update can be delayed is 90 days, splitting the deployment into 25% section of the business allows for a smaller impact and disruption. OS updates require the device to be connected to WiFi and be in use, this can delay deployment if devices are stored or not used for periods of time, updates will be picked up next time the device is in use.

### **Technical Roadmap Review**

The Supplier will provide the services of a Technical Design Architect to deliver technical road mapping and improvement planning on an annual basis. Examples of topics which can be covered include:

- Evaluating upcoming MDM and OS releases and assessing the impact on a Buyers environment.
- Looking for efficiencies as the MDM product set evolves.
- Aligning roadmaps with Manufacturer technical development direction.
- Advising customers of new systems and best practices and advising on how best to implement and support.
- Identifying 3rd parties that our customers might want to use to enhance the device management agenda, and as the 3rd party vendor landscape evolves, make sure supporting processes adapt and evolve to suit.
- Review of current security setup with recommendations

Buyer Responsibilities;

Approve changes to the MDM Configuration

Provide a list of key contacts within the Buyers organisation, detailing each name, contact details, and role, prior to the Service Commencement Date. Any updates or changes to the key contacts will be provided to the Supplier by the Buyer on a timely basis.

Provide an escalation matrix for the Buyer organisation prior to the Service

# Call-Off Schedule 22 (Lease Terms)

## 1. INTRODUCTION

- 1.1. The Buyer has decided to lease Equipment under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated its requirement using Framework Schedule 6 (Order Form Template and Call-Off Schedules) including specified Joint Schedules and Call-Off Schedules, this Call-Off Schedule 22 (Lease Terms), the Core Terms and each Equipment Order.

## 2. DEFINITIONS

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

<b>“Agreed Percentage”</b>	means in relation to the leasing of any Equipment, the agreed percentage specified in the relevant Equipment Order Form;
<b>“Authorised User”</b>	means a person authorised by the Buyer to use and operate the Equipment and who has the necessary qualifications and permits to operate the Equipment, including its employees, agents and independent contractors of the Buyer;
<b>“Business Hours”</b>	means 9:00am to 17:00pm Monday to Friday excluding bank holidays or as otherwise detailed in the Call-Off Order Form;
<b>“Default”</b>	any breach of the obligations of the Supplier (including abandonment of a Call-Off Contract under the Framework Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Equipment Order;
<b>“Delivery”</b>	the transfer of physical possession of the Equipment to the Buyer at the Delivery Place;
<b>“Delivery Date”</b>	the date on which a piece of Equipment is actually delivered to the Buyer to the Delivery Place as specified by the Buyer in the Equipment Order;
<b>“Delivery Place”</b>	the place for Delivery specified in the Equipment Order;

<b>“Due Delivery Date”</b>	the date specified as the due date for Delivery to the Delivery Place of a piece of Equipment in the Equipment Order;
<b>“Equipment”</b>	the technology products set out in Framework Schedule 1 - Specification (including all related accessories, manuals and instructions provided for such) and ordered by the Buyer as may be supplemented in the Call-Off Contract or in an Equipment Order and where such equipment comprises multiple items of equipment, references to “Equipment” shall be construed as references to all or any individual item of equipment and any substitutions, replacement or renewal equipment as the context so requires;
<b>“Equipment Order”</b>	the order by the Buyer specifying the Equipment that the Buyer will lease from the Supplier under the Call-Off Contract, incorporating these Lease Terms, the details of which will be set out in the completed Equipment Order Form;
<b>“Equipment Order Form”</b>	in relation to each Equipment Order, made pursuant to the Call Off Contract, an equipment order form which will be substantially in the form at Annex A (Equipment Order Form) or otherwise as prescribed by the Buyer or in an equivalent form as agreed by the Parties from time to time;
<b>“Equipment Maintenance”</b>	the routine maintenance but excluding any maintenance or repair required as a result wilful damage, neglect or accidental damage between routine maintenance;
<b>“Equipment Maintenance Costs”</b>	means the costs agreed by the Buyer with the Supplier for the Equipment Maintenance as set out in the Call-Off Order Form;
<b>“Equipment Owner”</b>	the person who has title to the Equipment, who could be the Supplier or Finance Provider (as applicable), and who shall be the Lessor of the Equipment to the Buyer as the Lessee;
<b>“Excess”</b>	has the same meaning given to it in Paragraph 11.9.1;
<b>“FMV”</b>	the fair market value of the Equipment as determined by the Supplier of Equipment Owner

<b>“Finance Provider”</b>	the person who has title to the Equipment, who could be the Supplier or Finance Provider (as applicable), and who shall be the Lessor of the Equipment to the Buyer as the Lessee;
<b>“Lease Expiry Date”</b>	means the end of the Lease Period;
<b>"Lease Payments"</b>	means the amounts (exclusive of any applicable VAT) excluding Equipment Maintenance Costs payable to the Equipment Owner by the Buyer under this Call-Off Contract for the full and proper performance by the Supplier of its obligations under the Call-Off Contract as specified in the Equipment Order Form;
<b>"Lease Period"</b>	means in relation to a piece of Equipment, the period commencing on the Delivery Date and subject to confirmation of the Buyer's acceptance for the particular piece of Equipment and ending on the Lease Expiry Date or Return Date for that piece of Equipment as specified in the Equipment Order Form unless extended or terminated early in accordance with this Call-Off Contract, including these Lease Terms;
<b>"Lease Terms"</b>	the terms and conditions of supply and lease of Equipment set out in this Call-Off Schedule 22 and which are in addition and supplemental to the Call-Off Contract terms;
<b>"Net Book Value"</b>	the value of a piece of Equipment from time to time being its purchase price less an amount equal to the depreciation of the piece of Equipment, calculated on a straight-line basis, at the time a valuation is made;
<b>“Net Proceeds”</b>	means the gross proceeds of sale of any item of Equipment excluding any VAT and after deduction of all third party costs and expenses properly incurred by the Supplier in repossessing, transporting, storing, insuring, selling, maintaining and repairing the Equipment;
<b>“OEM”</b>	original equipment manufacturer;

<b>“Purchase Option”</b>	the Buyer’s option to purchase the Equipment as more fully described in paragraph 15;
<b>“Purchase Option Price”</b>	the price of the Purchase Option which will be the Residual Value (if this an Operating Lease) or some other nominal value (if this is a Finance Lease or Hire Purchase);
<b>“Rebate”</b>	has the meaning set out in the Equipment Order Form;
<b>“Relevant Percentage”</b>	means 0% if the Equipment is returned within the first six (6) months of the Lease Period, reducing by 0% for each full calendar month thereafter;
<b>“Relief Equipment”</b>	has the meaning set out in paragraph 9;
<b>“Residual Value”</b>	means, in relation to any Equipment, the residual value specified in the relevant Equipment Order Form (or where the residual value specified in the Equipment Order Form relates to multiple assets, the residual value in relation to any single item of Equipment shall be as specified for such individual item of Equipment in the Equipment Order Form or where no residual value is specified for such individual item of Equipment in the Equipment Order Form, shall be on a pro rata basis);
<b>“Return Date”</b>	the date so specified in the Equipment Order or as varied by the application of paragraph 5.7;
<b>“Self-Insure”</b>	means any item of Equipment being subject to self-insurance by the Buyer as may be specified in the relevant Equipment Order Form;

<b>"Termination Sum"</b>	for any piece of Equipment, the aggregate of: <ul style="list-style-type: none"> <li>a) any Lease Payments due pursuant to this Call Off Contract but unpaid up to the date of termination (together with any interest at the relevant interest rate as set out in the Equipment Order Form); and</li> <li>b) the price of that piece of Equipment as at the end of the Lease Period (based on its age and ordinarily expected wear and tear at the time of termination),</li> </ul>
<b>"Third Party Terms"</b>	means the terms submitted by the Supplier or Finance Provider and which are incorporated into this Call-Off Contract and scheduled to the Equipment Order Form;
<b>"Total Loss"</b>	due to the Buyer's default, the Equipment is lost, destroyed, stolen, seized, confiscated or in the opinion of the insurers, is damaged beyond repair; and
<b>"Warehouse Charges"</b>	means the cost of storing the Equipment in the Supplier's warehouse prior to actual Delivery to the Buyers Delivery Place (if applicable) as set out in the Call-Off Order Form.

### 3. EXCLUSION OF CERTAIN CORE TERMS

- 3.1. When the Parties have entered into a Call-Off Contract which incorporates the Lease Terms, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):
  - 3.1.1. Clause 3.1.2 does not apply to the Call-Off Contract;
  - 3.1.2. Clause 3.2 does not apply to the Call-Off Contract;
  - 3.1.3. Clause 8.7 does not apply to the Call-Off Contract;
  - 3.1.4. Clause 10.1.2 does not apply to the Buyer extending the Lease Period of any Equipment;
  - 3.1.5. Clause 11.3 does not apply where the Buyer must pay any amount under paragraph 11.
- 3.2. Where Third Party Terms are incorporated into this Call-Off Contract, as set out in the Equipment Order Form, and there is a conflict between the Third Party Terms and these Lease Terms, these Lease Terms shall take precedence.
- 3.3. Not Used
- 3.4. Not Used

- 3.5. As the case may be and as set out in the Equipment Order Form, the Supplier or Finance Provider (as applicable) is acting as the “lessor” and the Buyer is the “lessee” of the Equipment.
- 3.6. Where the Buyer has entered into a finance arrangement with a Finance Provider, the Finance Provider shall act as agent on behalf of the Buyer in making payment to the Supplier for the Equipment.
- 3.7. These Lease Terms shall apply to any repaired or replacement Equipment and any Relief Equipment supplied by the Supplier and references to “Equipment” shall be construed accordingly.

#### **4. LEASE PERIOD**

- 4.1. The Lease Period for a piece of Equipment starts on the Delivery Date unless the Buyer (acting in good faith) notifies the Supplier that the piece of Equipment is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Equipment Order (faulty Equipment) by telephone and confirmed by email within 10 (ten) calendar days of the Delivery Date.
- 4.2. The Supplier shall notify the Buyer no less than three (3) months before the Lease Expiry Date that the Equipment Order is due to expire. This Equipment Order shall terminate automatically on the Lease Expiry Date or Return Date (whichever is the earlier), unless extended in accordance with paragraph 4.3.

If the Buyer wants to extend the Lease Period then the Buyer must give no less than one (1) months written notice to the Supplier prior to the end of the Lease Period and the Supplier must confirm its agreement (which the Supplier cannot unreasonably refuse).

- 4.3. The Supplier shall ensure that the extended Lease Period shall not exceed expiry of the useful economic life of the Equipment. In the case of an operating lease, the Lease Period shall not extend to the full period of the useful economic life of the Equipment.

#### **5. EQUIPMENT ORDER**

- 5.1. Each Equipment Order is subject to and incorporates the Lease Terms so that no other terms and conditions which the Supplier tries to impose under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract, save for those specific Third Party Terms attached to the Equipment Order Form.
- 5.2. The Parties agree that any other terms or conditions (whether or not inconsistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is

not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.

- 5.3. The Supplier must send a confirmation of the Equipment Order to the Buyer by electronic means (or in any other method as the Parties may agree from time to time) within twenty-four (24) hours of receipt of the Equipment Order and the confirmation will confirm the order details including:
- 5.3.1. a description of the piece of Equipment ordered;
  - 5.3.2. the anticipated delivery details; and
  - 5.3.3. the name and address of the Supplier.
- 5.4. For the avoidance of doubt, each Equipment Order survives the expiration or termination of the Framework Contract if the Framework Contract expires or is terminated before the expiry or termination of the Equipment Order.

## **6. PAYMENTS**

- 6.1. Subject to paragraphs 4.1, 6.2 and 6.3, the Buyer shall pay the Lease Payments to the Equipment Owner.
- 6.2. The Supplier shall reimburse the Buyer for any Lease Payments and any Equipment Maintenance Costs paid to the Equipment Owner in respect of the period between notifying the Supplier that the Equipment is defective pursuant to paragraph 8.2 and requires repair or replacement and the Supplier completing the Delivery and installation of the repaired or replacement Equipment or Relief Equipment at the Delivery Place or such other premises of the Buyer as it may notify to the Supplier. The amount of the Lease Payments and any Equipment Maintenance Costs shall be adjusted on a pro rata basis.
- 6.3. The Buyer shall not be obliged to make any payment unless the Equipment Owner submits a valid invoice for the Lease Payments and/or Equipment Maintenance Costs due plus VAT, which shall include the invoice number, the Buyer's order number and the Equipment Owner's VAT registration number, and any supporting documentation that the Buyer may reasonably require.

The Supplier shall, if required, store any piece of Equipment for thirty (30) days free of charge. Where the Supplier is unable to make Delivery on the Due Delivery Date due to Buyer delay the Supplier shall invoice the Buyer for the Warehouse Charges after the expiry of the thirty (30) days free of charge storage.

- 6.4. The Lease Payments payable in relation to any extensions of a Lease Period are (unless otherwise agreed between the Parties) calculated:
- 6.4.1. where the extension is for twenty-eight (28) days or less, proportionately based on the original Lease Payments for the piece of Equipment; or
  - 6.4.2. where the extension is for more than twenty-eight (28) days, using the same method that was used to calculate the original Lease Payments.

## **7. DELIVERY**

- 7.1. The Supplier must give the Buyer confirmation of the anticipated Due Delivery Date for each piece of Equipment within two (2) Working Days of receipt of the Equipment Order.
- 7.2. Before the Due Delivery Date of any piece of Equipment the Buyer can amend or cancel and remove that piece of Equipment from the Equipment Order by notifying the Supplier. If the Buyer does cancel all or part of an Equipment Order:
- 7.2.1. for standard specification pieces of Equipment, the Buyer can cancel any Equipment Order or part of any Equipment Order which has not been delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled Equipment Order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the ordered Equipment to an alternative customer;
  - 7.2.2. in all other circumstances (including where the Equipment is not standard specification), the Supplier will take all reasonable steps to allocate the piece of Equipment to an alternative buyer. If the Supplier is unable to re-allocate the piece of Equipment, the Buyer must pay the Supplier any cancellation charges reasonably, properly and proven to be incurred by the Supplier provided that the Supplier can prove to the reasonable satisfaction of the Buyer that the Supplier has taken all reasonable efforts to minimise such charges; and
  - 7.2.3. where the amendment or cancellation of an Equipment Order is directly or indirectly due to the Supplier's failure to comply with its obligations under the Call-Off Contract, the Buyer has no liability to the Supplier in respect of the amendment or cancellation.
- 7.3. Delivery of the Equipment shall be made by the Supplier (or the Supplier shall arrange for delivery by the OEM) to the Delivery Place or as otherwise reasonably directed by the Buyer during the Buyer's usual Business Hours.

- 7.4. The Supplier must ensure that the Equipment:
- 7.4.1. is properly packed and secured in such manner as to enable it to reach the Delivery Place in good and clean condition; and
  - 7.4.2. is accompanied by a delivery note which shows special usage and storage instructions.
- 7.5. If the Buyer has specified in the Call-Off Order Form that the Supplier must install the Equipment at the Delivery Place, at the Buyer's expense. The Buyer must make sure that a duly authorised representative of the Buyer is present during the installation of the Equipment.
- 7.6. To facilitate Delivery and, if applicable, installation, the Buyer must provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and, if applicable, installation to be carried out safely and efficiently.
- 7.7. The Supplier can only effect Delivery of the Equipment before the Due Delivery Date if the Buyer agrees in writing to early Delivery before the Supplier attempts Delivery.
- 7.8. Delivery of a piece of Equipment shall be complete once:
- 7.8.1. a duly authorised representative of the Buyer signs a delivery note (which quotes the Supplier's order number and full details of the piece of Equipment) to confirm Delivery of the Equipment but that signature is not evidence that the Equipment complies with the requirements of the Equipment Order; or
  - 7.8.2. the Equipment has been installed at the Delivery Place.
- 7.9. For the purposes of Delivery to the Supplier's premises, the Supplier (acting in good faith) shall be duly authorised to provide a proof of delivery to the Buyer to confirm delivery of the Equipment.
- 7.10. If requested by or otherwise due to Buyer cause the Buyer is unable to take Delivery of a piece of Equipment on or after the Due Delivery Date the Supplier, shall store or arrange for the storage of the Equipment for a reasonable time and must safeguard the Equipment including insuring the Equipment until Delivery and the Buyer will, subject to paragraph 6.3, pay the relevant Warehouse Charges to the Supplier as detailed in the Call-Off Order Form.
- 7.11. The Supplier must make sure (at its own cost) that each piece of Equipment is delivered in a new and unused condition unless otherwise set out in the Equipment Order that refurbished to "as if new" condition is acceptable. The Buyer can at its sole discretion reject a piece of Equipment within 10 (ten) Working Days of Delivery which is not in the condition requested in accordance with the Equipment Order and specification and/or in respect of which the Delivery note does not include the required information. If the

Supplier becomes aware that a piece of Equipment cannot be delivered by the agreed Due Delivery Date or if a piece of Equipment is not actually delivered by its Due Delivery Date, the Supplier shall inform the Buyer of the revised delivery date. Where the Buyer has indicated that the timing of Delivery is critical, the Supplier must provide an alternative piece of Equipment of the same specification or one with equivalent specification by the Due Delivery Date until the time as the piece of Equipment is actually delivered. If the Supplier cannot supply an alternative piece of Equipment by the Due Delivery Date, the Supplier must meet and promptly refund to the Buyer and any additional costs incurred by the Buyer for provision of a piece of Equipment of the same specification or one with equivalent specification.

- 7.12. The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Equipment is unavailable for use by the Buyer due a Default or due to the negligence of the Supplier, its servants or agents.
- 7.13. These Lease Terms shall apply to any repaired or replacement Equipment and Relief Equipment supplied by the Supplier.

## **8. WARRANTIES**

- 8.1. The Supplier warrants and will ensure that the Equipment Owner/Original Equipment Manufacturer (as applicable) warrants that the Equipment substantially conforms to its specification (as made available by the Supplier), is of satisfactory quality and fit for any purpose held out by the Supplier.
- 8.2. The Supplier must use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within twelve (12) Months from the Delivery Date, provided that:
  - 8.2.1. the Buyer notifies the Supplier of any defect in writing within ten (10) Working Days of the defect occurring or of becoming aware of the defect;
  - 8.2.2. the Buyer permits the Supplier (and Owner where they are different) to make a full examination of the alleged defect;
  - 8.2.3. the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's/Owner's authorised personnel;
  - 8.2.4. the defect did not arise out of any information, design or any other assistance supplied or furnished by the Buyer or on its behalf; and
  - 8.2.5. the defect is directly attributable to defective material, workmanship or design.
- 8.3. The Supplier is responsible for obtaining all necessary warranties and should transfer such warranties to the Buyer or must ensure that the Buyer can otherwise directly rely on any manufacturers' warranties relating to the fitness and performance of the Equipment (as the Buyer's election).

- 8.4. If the Supplier does not remedy any material defect in the Equipment in accordance with Clause 8.2, the Supplier must or where they are not the Owner will procure that the Owner, at the Buyer's request, accept the return of part or all of the Equipment and shall make an appropriate reduction to the Lease Payments which represent the time remaining of the Lease Period.

## **9. RELIEF EQUIPMENT**

- 9.1. If, whilst in the United Kingdom, a piece of Equipment is re-called by the Original Equipment Manufacturer the Supplier will provide the Buyer with a replacement piece of Equipment ("Relief Equipment"). The Supplier must make Relief Equipment available for the Buyer's use within the conditions specified in the Call-Off Contract for a period up to twenty-four (24) hours days for any one event.
- 9.2. The Supplier must provide Relief Equipment that is, where reasonably possible, a comparable model to the piece of Equipment which has been re-called.
- 9.3. The Buyer must return the Relief Equipment as directed by the Supplier within five (5) Working Days of being informed that the original Equipment is fit for all of the purposes for which Equipment of its type is commonly used.
- 9.4. The Buyer must use and insure the Relief Equipment on the terms specified within this Call-Off Contract until the point the Relief Equipment is returned to the Supplier.
- 9.5. Where a piece of Equipment is withdrawn from service as a result of a re-call under paragraph 9.1 above, if the Supplier does not provide Relief Equipment to the Buyer within twenty four (24) hours of withdrawal, the Supplier shall reimburse the Buyer for any Lease Payments and any Equipment Maintenance Costs paid by the Buyer to the Equipment Owner until Relief Equipment has been provided or the Equipment has been returned to the Buyer.

## **10. TITLE, POSSESSION AND RISK**

- 10.1. The Equipment shall at all times remain the property of the Equipment Owner and the Buyer shall have no right, title or interest in or to the Equipment save the right to possession and use the Equipment in accordance with the Call-Off Contract, except where the Buyer purchases the Equipment pursuant to the Purchase Option.
- 10.2. Not Used
- 10.3. Except where non-acceptance is due to Default of the Buyer, in the event of non-acceptance the Supplier will, at its own expense make an equivalent

alternative piece of Equipment available for use by the Buyer until the time that the Supplier actually delivers an acceptable piece of Equipment to the Buyer. If non-acceptance is due to the Default of the Buyer, the Buyer can cancel the part of the Equipment Order relating to that piece of Equipment but must pay cancellation charges to the Equipment Owner as detailed in the Equipment Order Form.

- 10.4. Subject to paragraph 10.3, from the Delivery Date the Buyer bears the risk of loss or damage to the Equipment however caused and whether insured or not, provided that the Buyer does not bear the risk of loss or damage:
- 10.4.1. caused by the negligence of the Supplier, its Subcontractors or its agents; or
  - 10.4.2. while the Supplier has possession of the Equipment for maintenance
- 10.5. The Supplier shall give and shall obtain or require that any Equipment Owner shall give (where the Supplier is not the Equipment Owner) give, the Buyer quiet possession of the Equipment and the Supplier warrants and shall obtain or require that the Equipment Owner shall give (if the Supplier is not the Equipment Owner) shall warrant that the Buyer can peaceably hold the Equipment throughout the Lease Period free of any interference from the Supplier, Equipment Owner or any person acting through the Supplier/ Equipment Owner (as applicable).

## **11. LIMIT OF USE AND INSURANCE**

- 11.1. The Buyer must not alter, tamper with or modify any Equipment without the Equipment Owner's written consent, which cannot be unreasonably withheld or delayed.
- 11.2. During the Lease Period, the Buyer must comply with the limits of use detailed in this clause and also those detailed in the Equipment Order Form.
- 11.3. The Buyer must make sure that at all times the Equipment is identifiable as being the Equipment Owner's property and wherever possible must make sure that a visible sign is attached to the Equipment labelling it as the Equipment Owner's property.
- 11.4. The Buyer must not sell or offer to sell the Equipment and can only part with possession or control of the Equipment to an Authorised User.
- 11.5. The Buyer must not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Equipment in a manner inconsistent with the Equipment Owner's interest in the Equipment.
- 11.6. The Buyer must keep the Equipment Owner fully informed of all material matters relating to the Equipment.

- 11.7. The Buyer must at all times keep the Equipment in the possession or control of the Buyer and keep the Equipment Owner informed of its location.
- 11.8. The Buyer must allow the Equipment Owner or its duly authorised representative to inspect the Equipment at all reasonable times and, to enable the Equipment Owner to do so, the Buyer must allow the Equipment Owner entry to the Delivery Place or any premises at which the Equipment may be located, and must grant reasonable access and facilities for such inspection.

## **Insurance**

- 11.9. The Buyer must (unless Self-Insuring):
- 11.9.1. insure the Equipment from the Delivery Date and keep the Equipment insured until the Return Date to or collection by the Supplier or Equipment Owner (if different to the Supplier) or upon purchase of the Equipment by the Buyer in accordance with paragraph 15, or its nominated agent to the full replacement value of the Equipment under a fully comprehensive policy of insurance in the name of the Buyer bearing endorsements recording the interest of the Supplier and any other persons the Supplier nominates as loss payee. The insurance policy referred to above may be subject to such uninsured amount ("Excess") as may be applicable from time to time and the Buyer indemnifies the Supplier against any Losses with the Excess;
  - 11.9.2. punctually pay all premiums due under the insurance policy and otherwise comply with all the terms and conditions thereof and produce to the Supplier on demand the policy, evidence of the adequacy of the insurance and evidence that all premiums have been duly paid. If the Buyer does not pay any premium the Supplier can do so and the Buyer must reimburse the Supplier;
  - 11.9.3. apply all money received in respect of such insurances in the repairing of damage to or in restoring or replacing the Equipment; and
  - 11.9.4. on termination of the lease of a piece of Equipment for Total Loss, pay the Termination Sum, subject to Paragraph 14 and any early termination/settlement fees payable under the Third Party Terms.

## **Taking Overseas**

- 11.10. The Buyer must not take or allow any Equipment to be taken out of the United Kingdom without the previous written consent of the Supplier, which cannot be unreasonably withheld or delayed.
- 11.11. If the Supplier grants consent the Buyer must pay a repatriation insurance premium to an association approved by the Supplier to make sure that the

Equipment can, if necessary, be returned to the United Kingdom without cost to the Supplier.

- 11.12. The Buyer must make sure that any Equipment is not taken outside of the United Kingdom for a period of more than twenty-eight (28) days without the previous written consent of the Supplier which cannot be unreasonably withheld or delayed.

## **12. MAINTENANCE**

- 12.1. The Buyer during the Lease Period, whilst the Equipment is in its possession, is responsible for maintaining the Equipment in a good and safe state of repair. The Buyer and the Supplier agree that the Supplier shall provide Equipment Maintenance. The Equipment Maintenance Costs shall be detailed in the Call Off Order Form

- 12.2. Not Used

## **13. TERMINATION**

- 13.1. Without affecting any other right or remedy available to them, the Supplier can terminate the lease of any piece of Equipment with immediate effect by giving written notice to the Buyer if:

- 13.1.1. the Buyer fails to pay any amount due under this Call-Off Contract (or where there is a third party Finance Provider who is the Equipment Owner, the Buyer fails to make payment to the Finance Provider) on the due date for payment and remains in Default not less than 60 Working Days after being notified in writing to make such payment;
- 13.1.2. there is a Default of any other term of these Lease Terms by the Buyer which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 60 Working Days after being notified in writing to do so; or
- 13.1.3. there is a consistent repeated failure by the Buyer to comply with any of the terms of the Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with them having the intention or ability to give effect to the terms of the Call-Off Contract.

- 13.2. The lease of a piece of Equipment terminates automatically if a Total Loss occurs in relation to the Equipment.

- 13.3. At any time, the Buyer can terminate the lease of any piece of Equipment by giving the required written notice to the Supplier or Equipment Owner, if different, as set out in the Equipment Order Form.

- 13.4. Not Used

## **14. CONSEQUENCES OF TERMINATION**

- 14.1. Subject to paragraph 15, where the lease of any piece of Equipment is terminated for any reason, the Equipment Owner's consent to the Buyer's possession of the Equipment will terminate (unless otherwise agreed between the Buyer and the Equipment Owner) and the Supplier or Equipment Owner (if different) can, by its authorised representatives, with reasonable notice and at the Buyer's expense, retake possession of the Equipment and for this purpose may enter the Delivery Place or any premises at which the Equipment is located.
- 14.2. Where the Buyer terminates the lease of any piece of Equipment in accordance with paragraph 13.3 of these Lease Terms prior to the expiry of the Lease Period, and the Equipment is returned or collected in accordance with paragraph 4 of these Lease Terms, the Supplier (or Equipment Owner if different) may become entitled to receive a Rebate directly or indirectly from the Original Equipment Manufacturer or distributor ("Seller") of the Equipment. The Supplier shall (or shall procure that the Equipment Owner (if different) shall) use all reasonable endeavours and act in good faith to secure a Rebate from the Seller. In the event the Supplier (or Equipment Owner (if different) receives a Rebate, the Supplier will (or shall procure the Equipment Owner (if different) will pay the full amount of the Rebate to the Buyer in accordance with paragraph 14.3 of these Lease Terms. The Rebate for each item of Equipment will be the lesser of either:
- 14.2.1 The Relevant Percentage of the Purchase Option Price of the Equipment; or
- 14.2.2 The value as detailed in the Equipment Order Form.
- 14.3. Where paragraph 14.2 applies, the Supplier shall (or shall procure that the Equipment Owner (if different) shall) pay the Rebates (where due to the Buyer) to the Buyer within either:
- 14.3.1. thirty (30) days following the collection of the Equipment by the Supplier/Equipment Owner (as applicable) where the number of pieces of Equipment being returned is less than 4,000;
- 14.3.2. forty-five (45) days following the collection of the Equipment by the Supplier/Equipment Owner (as applicable) where the number of pieces of Equipment being returned is greater than or equal to 4,000, and the Supplier shall (or shall procure that the Equipment Owner (if different) shall) use reasonable endeavours to provide the Rebates earlier in instalments where possible; or
- 14.3.3. such other date(s) as agreed in writing between the Parties at (or around) the point of termination.
- 14.4. Subject to paragraph 14.5, where paragraphs 13.1, 13.2 or 13.3 apply or where the lease of a piece of Equipment is terminated for any reason

(including Total Loss but excluding termination pursuant to Clause 10 of the Core Terms) the Buyer must, within sixty (60) days of the termination pay the Equipment Owner the Termination Sum and any early termination/settlement fees payable under the Third Party Terms. If the Buyer pays the Equipment Owner the Termination Sum due on termination for Total Loss and any early termination/settlement fees payable under the Third Party Terms, the Buyer shall have no other liability to the Equipment Owner in respect of or in connection with the Total Loss or termination.

- 14.5. The Buyer shall not be liable to make any payments to the Equipment Owner in respect of a Total Loss where the Total Loss occurs to 0% or less of the total of the Equipment as detailed in the Equipment Order Form.
- 14.6. The Supplier agrees (and shall procure that the Equipment Owner (if different) agrees) that any payments made pursuant to paragraph 14.4 above are the Supplier's/Equipment Owner's sole and exclusive remedy in respect of the termination which resulted in the payment of money as provided for in that paragraph.

Where the Buyer terminates the Call-Off Contract under Clause 10.4 of the Core Terms and then makes other arrangements for the supply of the Equipment, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer from the Supplier. The Buyer must take reasonable steps to mitigate any additional expenditure. Where the Call-Off Contract is terminated under Clause 10.4 of the Core Terms, the Buyer will not make any further payments under these Lease Terms until the Buyer has established the final cost of making those other arrangements.

- 14.7. Subject to the Buyer exercising the Purchase Option as set out at paragraph 15, on expiry of the Lease Period or in the event of early termination of the lease in respect of any Equipment the Buyer must:

- 14.7.1. make the Equipment available for collection by the Supplier or Equipment Owner (if different to the Supplier) at the Buyer's reasonable cost such reasonable costs limited to disconnecting the Equipment, on the Return Date or other date agreed for collection or alternatively the Buyer shall arrange for return of the Equipment to the Equipment Owner's designated return address. The Supplier will be bound by all obligations under this Call-Off Contract until the time when the Supplier or Equipment Owner (if different) actually collects the Equipment which the Supplier or Equipment Owner (if different) shall do promptly (without prejudice to the continuance of the obligation to pay any Rebates due to the Buyer until such Rebates are paid in cleared funds);
- 14.7.2. complete an inspection form with the Supplier or Equipment Owner (if different) on the Return Date or other date assigned for collection or return (including a record of the condition of the Equipment in a written and/or photographic report) and ensure

that the Equipment together with any books, manuals, service records, registration and other documents relating to it as the Supplier or Equipment Owner (if different and as applicable) may reasonably require, are returned and that the Equipment is in a condition consistent with its age making due allowance for fair wear and tear. If required by the Supplier or Equipment Owner (if different), the Buyer shall permit the Supplier or Equipment Owner (if different) to enter any non-restricted premises at which the Equipment may be located for the purposes of inspecting the Equipment prior to return;

- 14.7.3. if the Supplier or Equipment Owner (if different) notifies the Buyer that the Equipment is not in the condition required under paragraph 14.8.2, pay to the Supplier or Equipment Owner (if different) the amount that the Parties agree as the cost of rectification as calculated in accordance with Appendix 2 – Damage Matrix of the Equipment Order. Any dispute regarding the condition of the Equipment will be managed in accordance with Clause 34 of the Core Terms; and
- 14.7.4. in the event of damage to any Equipment the Supplier must forward an invoice to the Buyer within twenty-one (21) days following the Return Date. In the case of dispute the Buyer will notify the Supplier of what is in dispute within twenty-one (21) days of receipt of invoice or pay the invoice in accordance with the payment terms. Any such dispute must be resolved in accordance with Clause 34 of the Core Terms.

## **15. PURCHASE OPTION**

- 15.1. Subject to paragraph 15.2, the Supplier must make sure that the Buyer has the option, exercisable by not less than twenty (20) Working Days' written notice to the Equipment Owner to purchase the Equipment from the Equipment Owner on the last Working Day of the Lease Period at the Purchase Option Price.
- 15.2. The Buyer can only exercise the Purchase Option if the Buyer has paid in full all amounts due under the Call-Off Contract up to the date of exercise of the Purchase Option.
- 15.3. On completion of the purchase of the Equipment under this paragraph 15, the title to the Equipment as the Owner had on the Delivery Date will transfer to the Buyer. The Equipment will transfer to the Buyer in the condition and at the location in which it is found on the date of transfer.

## **16. SALE OF EQUIPMENT**

- 16.1. The Supplier shall be entitled to sell or re-lease the Equipment or otherwise deal with the Equipment at the end of the Lease Period or upon the termination or expiration of the leasing of the Equipment.

## **17. SALE OF THE EQUIPMENT OWNER**

- 17.1. If the Equipment Owner and the Supplier are not the same person, the Equipment Owner can enforce:
- 17.1.1. paragraph 10.1; and
  - 17.1.2. each of the following paragraphs of the Lease Terms as if it was the Supplier:
    - 17.1.2.1 paragraphs 9.3 and 9.4;
    - 17.1.2.2 paragraphs 11, 12 and 13.1.2; and
    - 17.1.2.3 paragraphs 14.1 and 14.8;

## Annex A

### Call-Off Schedule 22 (Lease Terms) – Equipment Order Form Template

**[Buyer guidance]:** This Equipment Order Form, when completed and executed by both Parties, forms an Equipment Order. An Equipment Order can be completed and executed using an equivalent document or available electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, the text below must be copied into the electronic order form]

ORDER REFERENCE: **[Insert]** Buyer's Equipment Order number]  
DATE OF ORDER: **[Insert]** Date the order is placed]  
THE BUYER: **[Insert]** Buyer's name]  
BUYER CONTACT **[Insert]** business address and contact number]  
INVOICE CONTACT **[Insert]** business address for equipment invoicing]  
THE SUPPLIER: **[Insert]** name of Supplier]  
SUPPLIER ADDRESS: **[Insert]** registered address]  
SUPPLIER ACCOUNT  
MANAGER: **[Insert]** registered address]

#### THE DELIVERABLES

**[Buyer guidance]:** Insert the details for the Equipment and/or Services which are the subject of the Call-Off Contract. For example:

Equipment: **[Insert]** Description of Equipment]  
Quantity: **[Insert]** Number of items]  
Equipment Owner: **[Insert]** Name of the owner of the Equipment]  
Delivery Place: **[Insert]** where the Equipment is to be delivered]  
Due Delivery Date: **[Insert]** date the Equipment is due to be delivered]

#### LEASE PERIOD

The Lease Period shall be the period of **[insert]** months from the Delivery Date until the Lease Expiry Date/Return Date.

Maximum Lease Period extension: **[Insert]** maximum length of extension for operating lease.

## PRICE AND PAYMENT

Lease Payments payable by the Buyer: **[Insert]** Lease Payments payable (including any applicable discount but excluding VAT)]

Residual Value: **[Insert]** residual value amount. If there are multiple assets with different residual values, the residual values should be set out on a per asset basis. Otherwise, the residual value will be calculated on a pro rata basis for all assets the subject of the same Equipment Order Form.]

**[Buyer guidance]**: The residual value is the value of the Equipment at the end of the Lease Period and is the residual risk which the Supplier is taking in the Equipment (i.e. it is not covered by the Lease Payments scheduled to be paid under the lease). The residual value is only really relevant to determine the Total Loss and from an accounting perspective needs to be sufficiently high to qualify for operating lease treatment so that the relevant Public Sector lessee is not deemed to have entered into borrowings which could be outside the powers of the public body).]

Cancellation charges (if **[Insert]** the cost of cancelling in accordance with applicable): paragraphs 7.2.2 and 10.3]

Purchase Option Price **[Insert]** the Purchase Option Price (excluding VAT)]

Payment Method **[Insert]** payment method(s) and necessary details]

## Invoicing and Payment

The Supplier shall issue invoices and the Buyer shall pay the Supplier within thirty (30) days of receipt of a valid invoice, submitted in accordance with this Equipment Order Form and the provisions of the Call-Off Contract.

## Termination Sum

The Termination Sum: **[Insert]** the sum calculated in accordance with the definition of Termination Sum.])

## LIMITS ON USE

**[Buyer Guidance]**: The below are examples of exclusions of use. The Buyer may wish to add further exclusions or delete any which are not relevant].

In accordance with paragraph 11.2 of the Lease Terms, the Buyer must:

- keep and operate the Equipment in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by trained

competent staff in accordance with any operating instructions provided by the Supplier;

- not without the prior written consent of the Equipment Owner, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on the land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to the land or building and the Buyer must repair and make good any damage caused by the affixation or removal of the Equipment from any land or building;
- not overload the Equipment or use it for sub-lease or reward activities;
- not do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Equipment Owner in the Equipment and, where the Equipment has become affixed to any land or building, the Buyer must take all necessary steps to ensure that the Equipment Owner can enter the land or building and recover the Equipment both during the Lease Period and for a reasonable period after the Lease Period [including by procuring from any person having an interest in the land or building, a waiver in writing and in favour of the Equipment Owner of any rights the person may have or acquire in the Equipment and a right for the Equipment Owner to enter onto the land or building to remove the Equipment];
- not allow the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is confiscated, seized or taken, the Buyer must notify the Equipment Owner and the Buyer must at its sole expense use all reasonable endeavours to procure an immediate release of the Equipment;
- not do or allow anything to be done which could invalidate the insurances referred to in paragraph 11.9 of the Lease Terms; and
- not use the Equipment for any unlawful purpose.

Return condition:

1. On any termination or expiry of the Lease Period or any extension thereof, the Buyer will make the Equipment, or, if approved by the Supplier in writing, any Substitute Equipment, available for collection from an address nominated by the Supplier within the United Kingdom within 30 days and in an Average Saleable Condition. The Buyer shall be responsible for the appropriate and safe storing of the Equipment until the Equipment has been collected by the Supplier. The Buyer shall ensure the Equipment or Substitute Equipment (as applicable) is properly packed for shipment in accordance with the instructions regarding packing of the Equipment that is made available to the Buyer. The Buyer will pay the Supplier on demand for any damaged, missing or defective parts or accessories in accordance with the Damage Matrix.
2. The Buyer shall ensure that all software required to be retained by the Buyer and which does not form part of the Equipment is removed, deleted or erased

before the Equipment is made available for collection by the Supplier and that all necessary data and files the Buyer requires are copied from the Buyer's data storage units. If all or part of the Equipment or Substitute Equipment (as applicable) consists of computer equipment, phones or tablets, the Buyer will remove all personal data, sensitive data and passwords and remove such personal data, sensitive data and passwords from any relevant cloud account or any Apple deployment program as may be applicable to the Equipment or Substitute Equipment (as applicable). In the case of phones and tablets, the Buyer will ensure they are not locked to a single network provider and disable any 'find my device' functionality. Upon expiry or termination of the Lease Period or any extension thereof then, notwithstanding the other terms of this clause, if the Buyer does not or cannot make the Equipment or Substitute Equipment (as applicable) available for collection for any reason within 30 days of such expiry or termination, including but without limitation because they are a total loss, or, if the Supplier is unable to perform data erasure on the Equipment and/or where the Equipment cannot be used as a result of the Buyer not complying with their obligations under these return conditions, then the Buyer will pay the Supplier forthwith a sum equal to the Residual Value.

3. If the Buyer makes available any Substitute Equipment, the Buyer hereby represents and warrants to the Supplier that the Buyer owns the Substitute Equipment free of Encumbrances, and the Buyer is entitled to and can pass to the Supplier full legal and beneficial ownership in and good marketable title to the Substitute Equipment free and clear of all Encumbrances. Title to the Substitute Equipment shall pass to the Supplier upon the date that such Substitute Equipment is in the possession of the Supplier and the Buyer hereby undertakes that title to such Substitute Equipment shall vest in the Supplier and the Buyer shall take such steps as the Supplier may require to ensure that such title passes to the Supplier. The Buyer shall indemnify the Supplier on demand on a full indemnity basis against all losses, charges, damages, legal expenses and liabilities directly or indirect incurred by the Supplier, in the event that the Buyer cannot pass title to the Substitute Equipment to the Buyer.
4. For the purposes of these return conditions:
  - a. "Average Saleable Condition" means that all of the Equipment or Substitute Equipment (as applicable) is immediately available for use by a third party, other than the Buyer, in good working order and condition, free from any defects and without the need for repair or refurbishment, fair, wear and tear excluded. For the avoidance of doubt, pressure markings or scratches (such as pressure markings or scratches to laptop screens) are not considered fair wear and tear; and
  - b. "Encumbrances" means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and
  - c. "Substitute Equipment" means equipment substantially similar ('substantially similar' being equipment of the same model, colour and specification) to the Equipment set out in the Equipment Order Form.

## INSURANCE

Is the Buyer Self-Insuring?

Yes/No (delete as appropriate)

## SPECIAL TERMS

For each Equipment Order Form submitted by the Buyer Appendix 3 Consent to Assign must also be completed and executed at the point of order.

For each Equipment Order Form submitted by the Buyer Appendix 4 Certificate of Acceptance must be completed and executed within ten (10) working days from receipt of goods, or where Clause 7.9 applies for the purposes of Delivery to the Supplier's premises, the Supplier (acting in good faith) shall be duly authorised to provide a proof of delivery to the Buyer to confirm delivery of the Equipment and a Certificate of Acceptance shall be executed by the Buyer in the form set out in Appendix 4.

This Equipment Form may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Equipment Order Form.

**BY SIGNING AND RETURNING THIS ORDER THE SUPPLIER AGREES** that they have read Order Schedule 22 (Lease Terms) and the Call-Off Contract, and by signing below agree to be bound by the terms of the Call-Off Contract (including the Lease Terms). Terms defined in this Equipment Order Form have the meanings given to such terms in the Lease Terms and Joint Schedule 1 (Definitions).

**For and on behalf of the Buyer:**

Name and Title	
Signature	
Date	

**For and on behalf of the Supplier:**

Name and Title	
Signature	
Date	

**Appendix 1 Third Party Terms**

**N/A**

**Appendix 2 Damage Matrix**

Grade	Condition	Percentage of Equipment	Value (£)
A	Equipment is “like new” condition; NO visible damages and free of functional defects	0% charged	
B	Equipment is fully functional with minor defects in the cover or screen; light wear and tear; light surface scratches, scruffs, nicks, minor dents and missing rubber feet if applicable.	0% charged	
C	Equipment has larger defects in the cover or screen and/or has missing/broken parts. Equipment has more visible cosmetic damage, including multiple surface scratches; Screen is functional and does not contain cracks, shadowing or LCD issues; device may have missing keys, broken or non-functioning ports; battery can be charged and holds charge for more than an hour if is removed from the power supply source.	60% of FMV Charged	
D	Equipment has major defects in the cover or screen and severe cosmetic damage; major dents; major case damages/scratches, screen is cracked or faulty. Equipment has limited functionality, and battery fails to hold an adequate charge for at least an hour.	100% of FMV charged	
E	While Equipment may power on, Equipment is non-functional; cracked or non-functional screen, broken and non-functional ports, battery fails to hold an adequate charge for at least an hour; if applicable, missing keys.	100% of FMV charged	

## Appendix 3 Consent To Assign – Pre-notice of Assignment

### Pre-notice of Assignment

To: [Customer Name]  
Of: [Customer Address]  
Date: [Date]

Dear Sirs

#### PRE-NOTICE OF ASSIGNMENT

We refer to the equipment order form dated on or around the date hereof and having Order Reference [insert reference] (the **Equipment Order Form**) made between Jigsaw Systems Limited (**Jigsaw24**) and [Customer Name] (**you**) for the hire of the equipment set out in the Appendix to this Pre-notice (the **Equipment**) entered into pursuant to Call-off Schedule 22 (Lease Terms) with Call-off reference [insert reference] of the Technology Products and Associated Services Framework Agreement 2 RM6098 (**Contract**).

We hereby give you notice that:

- (i) we will sell and assign to BNP Paribas 3 Step IT SA (a company incorporated under the laws of France with its registered office at 18 rue Baudin, 92300, Levallois-Perret, France, registered with the Trade and Society Register under number 383 759 289, acting through its UK establishment with registered office at Midpoint, Alencon Link, Basingstoke RG21 7PP and registered in the UK with foreign company registration number FC036517 and UK branch registration number BR021605) (**BNPP3SIT**) all of our right, title, benefit and interest present and future in the Equipment and in the charges and other sums payable by you in respect of the Equipment set out in the Equipment Order Form under the Contract (**Charges**), together with our rights relating to any breach of or default under or in connection with Equipment set out in the Equipment Order Form under the Contract; and
- (ii) BNPP3SIT will subsequently sell and assign to BNP Paribas Leasing Solutions Limited (Company Number: 00901225) whose registered address is at Midpoint, Alencon Link, Basingstoke RG21 7PP (**BNPPLS**) all of BNPP3SIT's right, title, benefit and interest present and future in the Equipment and the Charges, together with their rights relating to any breach of or default under or in connection with Equipment set out in the Equipment Order Form under the Contract.

The assignment provides that BNPP3SIT and BNPPLS shall have no obligations whatsoever under the Contract or in relation to the Equipment and other goods which are the subject of the Contract which remain the sole responsibility of Jigsaw24.

Would you please sign the acknowledgement below as confirmation of your agreement that:-

1. you consent to the sale and assignment to BNPP3SIT of all our rights, title and interest in the Equipment and in the Charges and the Contract;
2. you consent to the onward sale and assignment by BNPP3SIT to BNPPLS of all BNPP3SIT's rights, title and interest in the Equipment and in the Charges and the Contract;
3. you have received no other notices of assignment in respect of the Equipment or the Charges or the Contract;
4. you will pay the [monthly] rental payments in the sums and on the due dates set out in the Equipment Order Form to Jigsaw Systems Limited;
5. this Pre-notice of Assignment shall be governed by English Law.

For your information, BNPP3SIT's privacy information notice can be found via BNPP3SIT's website: [bnpparibas-3stepit.uk/data-privacy/](http://bnpparibas-3stepit.uk/data-privacy/) and BNPPLS's privacy information notice can be found via BNPPLS's website: [DATA PROTECTION NOTICE | BNP Paribas Leasing Solutions UK](#)

Yours faithfully

.....

For and on behalf of Jigsaw Systems Limited

## ACKNOWLEDGEMENT

To: BNP Paribas 3 Step IT SA and BNP Paribas Leasing Solutions Limited

Each Of: Midpoint, Alencon Link, Basingstoke. Hampshire. RG21 7PP

We hereby acknowledge receipt of the Pre-notice of Assignment above and agree to its terms.

Dated

Signed for and on behalf of

**[Insert Customer Name]**

acting by:

.....  
(Authorised Signatory)

.....  
(Print full name and position)

## APPENDIX

### The Equipment

Type	Model	Quantity

## Appendix 4 Certificate of Acceptance

Dear Sirs

Relating to Equipment Order Form with Order Reference [INSERT ORDER REFERENCE] made between Jigsaw Systems Limited (company number [insert]) ("We", "Our") and The Crown Prosecution Service ("You", "Your") pursuant to Call-Off Schedule 22 with Call-Off Schedule reference [INSERT REFERENCE] to the Technology Products and Associated Services Framework Agreement RM6098 (the "Equipment Order Form")

This Acceptance Certificate is issued pursuant to the Equipment Order Form.

Please tick as applicable:

Option 1	<p>You acknowledge and confirm that:</p> <p>(i) each item of equipment specified in Annex 1 to this Acceptance Certificate ("<b>Equipment</b>") has been, at Your request, delivered to Our warehouse located at [insert address] and is being held for You until such time as it is delivered to Your premises;</p> <p>(ii) the Equipment is the same as that set out in the Equipment Order Form; and</p> <p>(iii) all Equipment has been accepted by You for the full period of hire, including all risks and liabilities associated with the Equipment, as of the date You sign this Acceptance Certificate.</p>	<input type="checkbox"/>
Option 2	<p>You confirm that:</p> <p>(i) You are in possession of each item of equipment specified in Annex 1 to this Acceptance Certificate ("<b>Equipment</b>");</p> <p>(ii) the Equipment is the same as that set out in the Equipment Order Form; and</p> <p>(iii) The Equipment is in full working order and is entirely to Your satisfaction and You accept the Equipment for the full period of hire.</p>	<input type="checkbox"/>

The person signing this Acceptance Certificate is duly authorised to execute the same on Your behalf.

Signed: \_\_\_\_\_ (authorised signatory)

For and on behalf of **The Crown Prosecution Service**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_

Annex 1 to Certificate of Acceptance

Equipment

Type	Model	Quantity