

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: con_27825 – IT Health Check Services

THE BUYER: Secretary of State for Education

BUYER ADDRESS
Sanctuary Buildings
Great Smith Street
Westminster
SW1P 3BT

THE SUPPLIER: Forfend Information Security Limited

SUPPLIER ADDRESS: 11 Brindley Place, Brunswick Square,
Birmingham, B1 2LP

REGISTRATION NUMBER: 14029418

DUNS NUMBER: 2288313338

DPS SUPPLIER REGISTRATION SERVICE ID N/A

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 14 July 2025. It's issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORY(IES):
NCSC Assured Services/Penetrating Testing/Pen test/ CHECK/IT Health
Check/Clearance; Security Check

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM3764iii

3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM3764iii
 - 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 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for RM3764iii
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 4 (Order Tender)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Buyer Specific Security Terms)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
 - Order Schedule 22 (Secret Matters)
4. CCS Core Terms (DPS version)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
6. Annexes A & B to Order Schedule 6
7. Order Schedule 4 (Order Tender) as long as any parts of the Order 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 Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

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

Special Term 1

DPS Ref: RM3764iii
Model Version: v1.0

Security Clearance Requirement

All personnel provided by the Supplier under this Call-Off Contract must hold valid Security Check (SC) clearance prior to the commencement of any Statement of Work (SoW) activities. The Supplier is responsible for ensuring that all resources meet this clearance level and shall bear any costs associated with obtaining or maintaining such clearance. The Supplier shall promptly notify the Authority if any personnel lose or have their SC clearance suspended or revoked, and such personnel shall immediately cease work on the relevant SoW until clearance is reinstated or an alternative SC-cleared resource is provided

Special Term 2

Relevant Convictions and Ongoing Vetting

1. The Supplier shall ensure that no Supplier Staff with a disclosed or discovered Relevant Conviction (whether identified through a police check, HMG Baseline Personnel Security Standard (BPSS) vetting, Disclosure and Barring Service (DBS) checks, or any other vetting mechanism) is engaged in any part of the provision of the Services without the prior written approval of the Buyer.
2. Subject to Data Protection Legislation, the Supplier shall immediately disclose to the Buyer the results of its vetting process for all Supplier Staff engaged under this Call-Off Contract. The Buyer retains sole discretion to determine whether any Supplier Staff member is permitted to perform activities related to the Call-Off Contract.
3. The Supplier shall conduct annual vetting checks of all Supplier Staff in alignment with HMG Baseline Personnel Security Standards to confirm the ongoing suitability of each member to continue providing Services under this Call-Off Contract.
4. The Supplier shall immediately notify the Buyer if any Supplier Staff discloses a Relevant Conviction or if the Supplier identifies a Relevant Conviction during its standard national vetting procedures. The affected staff member shall immediately cease all activity related to the Call-Off Contract until the Buyer reviews the case and makes a final determination regarding their suitability.
5. In cases where the Buyer determines that a Supplier Staff member must be removed from contract activities based on vetting information or any other reason, the Supplier shall promptly replace the individual to maintain continuity of Services. All replacement personnel must meet the clearance and vetting standards outlined in this Call-Off Contract

Special Term 3

Travel and Location Requirements

Some work may require travel across the UK, including to various Department for Education (DfE) offices. When travel to other DfE sites is necessary, all expenses

incurred must comply with the current DfE Travel and Subsistence Policy. Please note that parking facilities are not available on DfE premises.

The Supplier's base location for this contract will be specified and agreed upon in each individual Statement of Work (SoW). Any variations to the base location for specific activities or phases of work will also be outlined and agreed upon within the relevant SoW.

Special Term 4

Location and Equipment Use Restrictions

Service Provider resources are required to work within the United Kingdom unless prior approval is granted by the Department on a case-by-case basis. Buyer-issued equipment must not be taken outside the United Kingdom, nor should it be used to access the departmental network from abroad, unless expressly authorised by the Buyer for each specific instance

Special Term 5

Pricing Mechanism

The Buyer's default pricing mechanism will be Capped Time and Materials (CTM). However, the Buyer reserves the right to apply alternative pricing approaches listed in the Call-Off Charges section, as deemed appropriate for specific Statements of Work or project requirements.

Special Term 6

Security

Standard Framework and Call Off Terms and Conditions will apply Suppliers must agree to all Buyer security clearance policies and processes. Suppliers must comply with the Regulation (GDPR) Regulation May 2018; the (DPA) Act 2018, the Law Enforcement Directive and any subsequent amendments/changes to date including providing sufficient guarantees to meet the requirements of GDPR in line with Procurement Policy Note (PPN) 02/18 May 2018 which updates PPN 03/17 All Project-Specific IPRs (as defined) and the Deliverables shall vest in the Buyer unconditionally and immediately upon their creation.

Special Term 7

Non-Solicitation

7.1 The Supplier shall not, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person solicit, entice or induce, or endeavour to solicit, entice or induce, any employees of the Buyer who are employed or engaged in the performance of the Services with a view to employing or engaging the employee of the Buyer during the Call-Off Contract Period and for a period of [9 months] thereafter.

7.2. Notwithstanding clause 7.1 the Supplier may employ or engage any employees of the Buyer which have responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the Supplier or via an advertisement placed publicly by the Supplier (either in the press, social media, online or in trade and industry publications).

ORDER START DATE:	14th July 2025
ORDER EXPIRY DATE:	14th July 2027
ORDER INITIAL PERIOD:	Two Years, 0 Months
ORDER OPTIONAL EXTENSION	One Year, 0 Months

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order 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 £1,000,000 Estimated Charges in the first 12 months of the Contract.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details) – Maximum contract value for the initial 2-year term will be £2,000,000

REIMBURSABLE EXPENSES

Where applicable DfE Travel and Expenses policy applies.

PAYMENT METHOD

Monthly in arrears by BACS transfer

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

DfE's Environmental Principles and Policy is to fully comply with all legal duties including The Environment Act 2021 and the Environmental Principles duty within. The purpose of [the Environmental Principles Policy Statement \(EPPS\)](#) is to guide ministers, policymakers and departments towards opportunities to prevent environmental damage and to enhance environmental protection – even if the policy is not directly related to the environment. It is a legal obligation.

BUYER'S SECURITY POLICY

As set out in Order Schedule 9 – Buyer Specific Security Requirements

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Monthly: On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Monthly: On the first Working Day of each calendar month

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 – Commercially sensitive information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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

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

Appendix 1

The Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Statement of Work

SOW TITLE

SOW REFERENCE

Table of Contents

<u>3.1 SOW Summary</u>	9
<u>3.2 Deliverables, Acceptance Criteria & Milestones</u>	12
<u>3.3 Supplier Response</u>	15
<u>3.4 Assumptions & Dependencies</u>	17
<u>3.5 Key Contacts</u>	21
<u>3.6 Call-Off Contract Charges</u>	21
<u>3.7 Performance Standards & Quality Assurance</u>	23
<u>3.8 Reporting and Communications</u>	24

3.9 Variation	24
3.10 Termination	25
3.11 Handover and Exit Management	25
3.12 Agreement of Statement of Works	25
3.13 Annex 1 – Data Processing	Error! Bookmark not defined.
3.14 Annex 2 – Other Supporting Documents	Error! Bookmark not defined.

- **All internal instruction/guidance highlighted in yellow should be removed from SoW on final issue to supplier.**

Statement of Work (SOW)

Issued in accordance with Contract ref '**con_27642**' and including Pricing Arrangements, Deliverables and Key Contacts.

3.1 SOW Summary

Date SOW Submitted:	<i>[insert date SoW sent for initial Commercial assurance. To be completed by the Contract Manager.]</i>
SOW Reference:	<i>['Suppliername_Con_XXXXX_SoW0xx' supplied by the Contract Manager]</i>
Maximum SOW Value:	<i>[insert agreed SOW value as per the Supplier's response]</i>
Buyer:	Department for Education
Supplier:	<i>[insert supplier name]</i>
Team and Directorate:	<i>[insert name of team and directorate who are requesting services]</i>
DD/SRO:	<i>[insert name of DD and/or SRO for services being requested]</i>
Start Date:	<i>[insert the date you require services to commence in line with SoW process timescales and in collaboration with the CM and Supplier]</i>
End Date:	<i>[Insert the date you require services to end]</i>
Work Package Title:	<i>[insert name of your project/services required]</i>

Phase(s) of Development:	<i>[insert the phase(s) of your project, i.e. Discovery, Alpha, Private Beta, Public Beta, Live, multiples thereof or N/A]</i>
Location Required:	<p><i>[Delete/edit as appropriate]</i></p> <p>Suppliers' premises or remote working or hybrid working.</p> <p>Where DfE office attendance is required, the primary location is [insert site] where we expect up to xx days per week attendance. The primary location will not incur expenses.</p> <p>Occasional travel may be required to [insert site/s] and other DfE offices. Occasional travel may be required to non DfE locations (for example schools).</p> <p>Overseas working is not permitted.</p>
IR35 Determination:	Inside IR35 (off-payroll working rules apply)
Outcome of IR35 Assessment:	<p>It is the responsibility of the Buyer to complete the HMRC IR35 assessment and embed the resulting pdf below. Failure to do so will result in this request being rejected. <i>(remove this paragraph before issuing to the Supplier)</i></p> <p>The 'off-payroll working rules (IR35) do not apply' <input type="checkbox"/></p> <p>The 'off-payroll working rules (IR35) apply' <input type="checkbox"/></p> <p>[please embed CEST outcome here]</p>
SOW Background and Objectives:	<i>[Briefly describe the scope of work required to be completed by the supplier based on current position of work. It may be appropriate to discuss work which has been done previously to inform the current requirements]</i>
Overview of Work Package Requirements:	<i>[Provide a high-level overview of what needs to be achieved in each specific area the SOW relates</i>

	<p><i>to, for the period which the call off covers. These should be clear descriptions so the supplier is aware of what should be achieved throughout the course of the call off. It should separate all workflows covered by the call-off so that different deliverables can be set against them for each SOW]</i></p>
<p>Performance Standards:</p>	<p>Completion of the work in this SOW must be in compliance with: <i>[Delete or add as appropriate]</i></p> <ul style="list-style-type: none"> • GDS Service Standards • DFE Mock Alpha Assessment Standards • Information Security Standards and processes e.g., ITHCs, AtOs • Agile Methodology • GDPR compliance • Accessibility standards (WCAG 2.1 AA accessibility standard) • DfE Technical Standards • DDaT Capability Framework • Technology Code of Practice • Government Design System • Communities of Practice • Cyber Essentials • Cyber Essentials Plus <p>Further information on these standards is captured in section 3.7 within this document.</p>
<p>Accountability Model:</p>	<p><i>[select one option and delete the others]:</i></p> <p>[Sole Responsibility] The supplier takes on board full responsibility to deliver the discrete Milestones identified. This is most closely aligned with the “outcomes” model under other frameworks. The supplier will be required to accept the full risk of delivery.</p> <p>[Self-Directed Team] The supplier provides discreet delivery teams to produce Deliverable Increments as you commission them. This model lends itself to Buyer-led agile development where the specific</p>

	<p>Deliverable Increment is agreed closer to the point of delivery but where some risk is carried by the supplier</p> <p>[Rainbow Team] The supplier (or possibly more than one supplier) provides a squad of individuals to work alongside your staff. In this model individuals, whilst managed at a high level by the supplier, may well be directed at an operational level by someone from another organisation.</p>
Funding Team and Cost Centre:	[insert funding details]
Security Vetting Checks required	<p>The level of clearance required for this SOW is [Select and delete as appropriate]:</p> <ul style="list-style-type: none"> • BPSS • Enhanced DBS • SC • CTC • DV
General Data Protection Regulation (GDPR) considerations for this engagement	<p>Please see Annex 1 – Data Processing</p> <p><i>For each Statement of Work, Annex 1 – Data Processing is to be completed. Failure to do so will result in the request being rejected</i></p>

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

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

3.2 Deliverables, Acceptance Criteria & Milestones

3.2.1 To be added into the table below in agreement between the Buyer and Supplier on a work package by work package basis.

Work Package Deliverables				
[Deliverables are the services/outputs to be delivered during the call off SOW. Acceptance criteria are a specific and defined list of conditions which must have been met for a deliverable to be accepted by the Buyer]				
Ref	Deliverable [provide name/title of deliverable in bold and brief description of deliverable underneath in no more than 15 words]	Acceptance Criteria	Milestone Date	Deliverable Verification Owner [provide owner/title of authorising officer for verification of satisfactory completion of deliverable]
D01	[edit text and deliverable ref as appropriate] Knowledge Transfer and Handover Data and artefacts relating to the deliverables.	Information documented, stored and communicated in the appropriate repositories and channels adhering to all processing requirements		
		Progress, risks & issues communicated and managed in appropriate agile ceremonies and formats.		
		Knowledge sharing and transfer throughout the statement of work via team activities and engagement		
D02				
D03				

D04						
D05						
End of Deliverables						
Charging Method(s):		The charging method for this work package is:				
		<p>[Buyer to select as appropriate]</p> <p>(1) Capped Time and Materials; (CTM) (2) Incremental Fixed Price; (3) Time and materials (T&M) (4) Fixed Price (5) A combination of two or more of the above Charging methods.</p> <p>Invoiced monthly in [arrears/milestones – select as appropriate] based on agreed Deliverables.</p>				
Travel Expectations and Reimbursable Expenses:		All expenses must be claimed in accordance with the prevailing expenses policy operated by the Buyer. Invoices including claims for expenses which do not comply with this policy will be rejected in their entirety. Expenses must be agreed and approved by the DfE Buyer prior to any travel being committed to.				
		<p>Expenses will not be paid for travel to the primary location stated in the 'Location Required'.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Maximum Expenses</td> <td style="width: 40%;">£XXX</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>			Maximum Expenses	£XXX
Maximum Expenses	£XXX					

Overtime and on-call	There will be no overtime paid in relation to this statement of work. Any additional work shall be agreed between the Buyer and Supplier in writing, prior to commencing work. For any additional work agreed between both parties, the rates will be at the standard rates, which are captured in the Call-Off contract. Any additional work must be accompanied by a CCN, outlining the agreed deliverables for any additional work.
-----------------------------	--

3.3 Supplier Response

Delivery and Resource Plan:	<i>[Supplier to provide details of how they will deliver the services/fulfil the deliverables by the milestone dates/to the quality requested and the resource/skills that will be assigned to the tasks]</i>												
Timing:	<i>[Supplier to confirm when they can commence the services and the proposed end date. To include start and end dates of any resource who will not be working fulltime on the services for the full SoW term]</i>												
Sub-Contractors/Third Party Suppliers being used for the delivery of this SoW:	<i>[Supplier to provide details of any Sub-Contractors/Third Party Suppliers that will be used for the delivery of the Services set out within the SoW. These must be Sub-Contractors/Third Party Suppliers that are documented within the contract]</i>												
<p align="center">Table 1: SOW Service Charges Breakdown <i>[supplied by Supplier]</i></p> <table border="1"> <thead> <tr> <th>Role</th><th>Seniority Level or</th><th>Worker Engagement Route</th><th>Name of Worker* (requested only for the</th><th>Day Rate (ex VAT)</th><th>Max Days</th><th>Total Cost (ex VAT)</th></tr> </thead> </table>							Role	Seniority Level or	Worker Engagement Route	Name of Worker* (requested only for the	Day Rate (ex VAT)	Max Days	Total Cost (ex VAT)
Role	Seniority Level or	Worker Engagement Route	Name of Worker* (requested only for the	Day Rate (ex VAT)	Max Days	Total Cost (ex VAT)							

	SFIA Level <i>[remove the level that is not applicable]</i>	(Perm employee of the Supplier or non-perm employee)	purposes of issuing a Status Determination Statement to each worker as appropriate)			
<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>
<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>
<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>
<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>	<i>[completed by supplier]</i>
			Expenses:			
			Total (ex VAT):			

Table 2: SOW Deliverable Charges Breakdown:
[Supplied by the Supplier].

Deliverable	Total line Cost (ex VAT)
<i>[completed by supplier]</i>	<i>[completed by supplier]</i>
<i>[completed by supplier]</i>	<i>[completed by supplier]</i>
<i>[completed by supplier]</i>	<i>[completed by supplier]</i>
<i>[completed by supplier]</i>	<i>[completed by supplier]</i>
Expenses:	
Maximum SOW Value (ex VAT):	

[Supplier to include any caveats/supporting info required relating to the breakdown to make it clear that the suggested team make up per deliverable is indicative and the Supplier retains full rights to flex, scale up and down, and make changes at any time as required to deliver the SOW. Such changes will not impact the capped price/fixed price/SOW cap and will not be required to be updated in the SOW.]

Areas that are out of scope:

[supplied by Supplier]

Status Determination Statement:

*To comply with its obligations under the Off-Payroll Working Rules, the Department for Education will collect the names of the worker(s) to be provided under this SOW so that each worker, as appropriate, (and the Supplier), may be provided with the Status Determination Statement required under those rules.

The Department for Education confirms that it will take reasonable care when making each determination and the Status Determination Statement will be provided to each worker, as appropriate, (and the Supplier) before a payment is made to the individual for services provided.

Supplier workers who disagree with the determination must immediately inform in writing both the Supplier, and the Buyer (via the [REDACTED] mailbox), that they disagree with the determination made. DfE will review the determination, along with any supporting evidence provided by the worker, and a formal response will be provided to the Supplier, and the worker, within 45 calendar days of being notified.

The Supplier confirms that it will comply with its obligations under the Off-Payroll Working rules and agrees to:

- Notify the Buyer in writing of any additional worker to be provided under this SOW at least 2 working days before the workers services commence and specifying whether they are either 'On Payroll' or 'Off Payroll' so that the Buyer may undertake the relevant assessment(s) and issue the Status Determination Statement to the Worker, as appropriate, (and the Supplier).
- Provide evidence to the Buyer that the Supplier's workers (only where deemed "Inside IR35") are "On Payroll" where reasonably requested by the Buyer

3.4 Assumptions & Dependencies

3.4.1 The Parties agree that the following assumptions & dependencies will apply in relation to the Charges:

Assumptions:	<p><i>[An assumption is what is believed to be true. These are anticipated events or circumstances that are expected during the project's life cycle. Delete or add as applicable]</i></p>						
	<table><tr><td>Buyer:</td></tr><tr><td>1. Any Intellectual Property (IP) created during or for this work package is owned by the Department for Education.</td></tr><tr><td>2. DfE will provide you with the accounts and accesses required to complete the deliverables set out in this SoW. Support is available where a particular tool essential for successful delivery or operations does not exist. Suppliers and contractors should not use their own tools or personal accounts for DfE work. Work practice reviews may be conducted to ensure compliance.</td></tr><tr><td>3. Where any DfE assets are provided by DfE the Supplier is responsible for collecting the assets at the start of the SOW and returning the assets within 5 days of the SOW engagement date to a designated DfE site, at their own cost. Invoice payment may be withheld until DfE assets have been returned. Supplier workers are obliged to comply with the department's 'Use devices properly' policy.</td></tr><tr><td>4. Where the Suppliers' workers use their own equipment under the 'Bring Your Own Device' scheme to deliver services then they must meet the requirements for:<ul style="list-style-type: none">• standards of encryption• mandatory enrolment of their device• agreement that no other organisation will have management capabilities over their device or data stored on the device• maintaining enrolled devices to an agreed minimum operating system level• adhering to password standards<p>The supplier is held responsible for delays to delivery if they have not resolved IT equipment issues with DfE at the earliest opportunity.</p></td></tr><tr><td>5. All documentation and deliverables will be provided in an electronic form, unless</td></tr></table>	Buyer:	1. Any Intellectual Property (IP) created during or for this work package is owned by the Department for Education.	2. DfE will provide you with the accounts and accesses required to complete the deliverables set out in this SoW. Support is available where a particular tool essential for successful delivery or operations does not exist. Suppliers and contractors should not use their own tools or personal accounts for DfE work. Work practice reviews may be conducted to ensure compliance.	3. Where any DfE assets are provided by DfE the Supplier is responsible for collecting the assets at the start of the SOW and returning the assets within 5 days of the SOW engagement date to a designated DfE site, at their own cost. Invoice payment may be withheld until DfE assets have been returned. Supplier workers are obliged to comply with the department's 'Use devices properly' policy.	4. Where the Suppliers' workers use their own equipment under the 'Bring Your Own Device' scheme to deliver services then they must meet the requirements for: <ul style="list-style-type: none">• standards of encryption• mandatory enrolment of their device• agreement that no other organisation will have management capabilities over their device or data stored on the device• maintaining enrolled devices to an agreed minimum operating system level• adhering to password standards <p>The supplier is held responsible for delays to delivery if they have not resolved IT equipment issues with DfE at the earliest opportunity.</p>	5. All documentation and deliverables will be provided in an electronic form, unless
Buyer:							
1. Any Intellectual Property (IP) created during or for this work package is owned by the Department for Education.							
2. DfE will provide you with the accounts and accesses required to complete the deliverables set out in this SoW. Support is available where a particular tool essential for successful delivery or operations does not exist. Suppliers and contractors should not use their own tools or personal accounts for DfE work. Work practice reviews may be conducted to ensure compliance.							
3. Where any DfE assets are provided by DfE the Supplier is responsible for collecting the assets at the start of the SOW and returning the assets within 5 days of the SOW engagement date to a designated DfE site, at their own cost. Invoice payment may be withheld until DfE assets have been returned. Supplier workers are obliged to comply with the department's 'Use devices properly' policy.							
4. Where the Suppliers' workers use their own equipment under the 'Bring Your Own Device' scheme to deliver services then they must meet the requirements for: <ul style="list-style-type: none">• standards of encryption• mandatory enrolment of their device• agreement that no other organisation will have management capabilities over their device or data stored on the device• maintaining enrolled devices to an agreed minimum operating system level• adhering to password standards <p>The supplier is held responsible for delays to delivery if they have not resolved IT equipment issues with DfE at the earliest opportunity.</p>							
5. All documentation and deliverables will be provided in an electronic form, unless							

	otherwise expressly agreed by both parties in the SOW.
	Supplier:
	1.
	2.
	3.
	4.
5.	

Dependencies	<p>[Sets out the relationships between various tasks/deliverables”, i.e. tasks that require input from other tasks to be completed, or activities that can’t start until a previous activity is done. Dependencies will vary between SOW and may not be applicable]</p>											
	<table border="1"> <tr> <td data-bbox="592 528 1385 562"> Buyer: </td> </tr> <tr> <td data-bbox="592 562 1385 819"> 1. If the Supplier believes there are/may be barriers, including within the wider programme management, to the Supplier being able to deliver the deliverables as set out above by the milestone dates, the Supplier will Inform the Buyer in a timely manner and the parties will collaborate to resolve them. </td> </tr> <tr> <td data-bbox="592 819 1385 965"> 2. DfE will be informed of any planned annual leave or absences of the Suppliers’ workers at the start of the SOW or at the earliest opportunity. </td> </tr> <tr> <td data-bbox="592 965 1385 1335"> 3. All supplier resources either have completed the annual DfE Data Protection training or will have completed the DfE Data Protection training within 2 weeks of commencing services on the SoW: Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com) </td> </tr> <tr> <td data-bbox="592 1335 1385 1379"> </td> </tr> <tr> <td data-bbox="592 1379 1385 1424"> </td> </tr> </table> <table border="1"> <tr> <td data-bbox="592 1559 1385 1592"> Supplier: </td> </tr> <tr> <td data-bbox="592 1592 1385 1637"> 1. </td> </tr> <tr> <td data-bbox="592 1637 1385 1682"> 2. </td> </tr> <tr> <td data-bbox="592 1682 1385 1727"> 3. </td> </tr> <tr> <td data-bbox="592 1727 1385 1771"> 4. </td> </tr> <tr> <td data-bbox="592 1771 1385 1814"> 5. </td> </tr> </table>	Buyer:	1. If the Supplier believes there are/may be barriers, including within the wider programme management, to the Supplier being able to deliver the deliverables as set out above by the milestone dates, the Supplier will Inform the Buyer in a timely manner and the parties will collaborate to resolve them.	2. DfE will be informed of any planned annual leave or absences of the Suppliers’ workers at the start of the SOW or at the earliest opportunity.	3. All supplier resources either have completed the annual DfE Data Protection training or will have completed the DfE Data Protection training within 2 weeks of commencing services on the SoW: Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com)			Supplier:	1.	2.	3.	4.
Buyer:												
1. If the Supplier believes there are/may be barriers, including within the wider programme management, to the Supplier being able to deliver the deliverables as set out above by the milestone dates, the Supplier will Inform the Buyer in a timely manner and the parties will collaborate to resolve them.												
2. DfE will be informed of any planned annual leave or absences of the Suppliers’ workers at the start of the SOW or at the earliest opportunity.												
3. All supplier resources either have completed the annual DfE Data Protection training or will have completed the DfE Data Protection training within 2 weeks of commencing services on the SoW: Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com)												
Supplier:												
1.												
2.												
3.												
4.												
5.												

3.5 Key Contacts

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

3.5.2 Table of Key Contacts:

Name	Role	Contact Details

3.6 Call-Off Contract Charges

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

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.

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

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

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

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

- Total value of this SOW;
- Overall Call-Off Contract value;
- Remainder of the value under overall Call-Off Contract Charge where:
Remainder of value under overall call-Off Contract Charge – overall
Call-Off Contract value – sum of total value of all SOWs invoiced;
and
- Whether there is any risk of exceeding overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services).

3.6.3 If a capped or fixed price has been agreed for a SOW:

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

3.6.4 Multiple SOWs can operate concurrently.

3.6.5 The Supplier will keep accurate records of the time spent by the Supplier Staff in providing the Services and will provide records to the Buyer for inspection on request.

3.7 Performance Standards & Quality Assurance

3.7.1 All outcomes delivered in relation to this work package will meet the performance standards set out below, unless otherwise agreed in this statement of work:

[Edit the table below as appropriate]

Performance Standard/Requirements	Description
All deliverables & outputs from this SoW must meet all requirements set out in the GDS Service Standards	<ul style="list-style-type: none"> • The Service Standard • Apply the Service Standard in DfE
All services delivered to be GDPR compliant and in line with departmental policies	<ul style="list-style-type: none"> • The GOV.UK Technology Code of Practice • The GOV.UK Service Manual • Guide to Data Protection ICO • Personal information charter - Department for Education - GOV.UK (www.gov.uk) • Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com) • Internal DfE guidance on GDPR
All services to be delivered in line with the Agile methodology	<ul style="list-style-type: none"> • GOV.UK Agile Delivery
All services to be delivered in line with the DfE technical standards	<ul style="list-style-type: none"> • DfE Technical Guidance • DfE Architecture • DfE Technology Stack & Technical Guidance
All services to meet the performance standards and expected skills of the roles set out in the DDaT Profession Capability Framework	<ul style="list-style-type: none"> • DDaT profession capability frameworks • Communities - Service Manual - GOV.UK (www.gov.uk)
All services to meet Accessibility standards	<ul style="list-style-type: none"> • Understanding accessibility requirements for public sector bodies • Understanding WCAG 2.1 • https://design.education.gov.uk/accessibility

All services to adhere to the government Design System and DfE standards (unless agreed otherwise with the Service Owner)	<ul style="list-style-type: none">• GOV.UK Design System• User-centred design in DfE
---	---

3.8 Reporting and Communications

[This will make clear how often and in what format the Supplier is expected to report to the Buyer]

3.8.1 The Buyer and Supplier shall meet *[monthly, bi-monthly, etc – please choose as appropriate]* to discuss the operational performance of the contract & progress towards the outcomes set out in the SOW. The meeting shall be attended by the *[please choose as appropriate]* of the Supplier and *[please choose as appropriate]* of the Buyer. Any Commercial discussions shall include the DfE Commercial Lead and Contract Manager, who will be specified in section 3.5.

3.8.2 The content of the meeting will include, but not be limited to the below:

- Progress against each objective, highlighting any missed deliverables.
- Any performance issues which need to be addressed.
- Review of the exit plan & handover arrangements to ensure they remain fit for purpose.

3.8.3 *[Please choose as appropriate – i.e one week, one day]* prior to the meeting, the Supplier shall provide a report detailing an update on the aforementioned areas.

3.8.4 The Buyer shall outline any significant changes which may affect the achievement of deliverables.

3.9 Variation

[This sets out the process in how any changes to deliverables or other aspects of the SOW will be agreed.]

3.9.1 As stated in the call-off contract, the Buyer has the right to amend the rate of development or delivery of service contained within SOW when required.

Should this occur; the Supplier and Buyer will mutually agree a variation within five calendar days.

3.10 Termination

[This should reference the agreements in place in the overarching call-off, and the terms that were agreed. This acts as assurance that we are not committed to spend of the period the SOW covers]

- 3.10.1 The Buyer reserves the right to terminate the SOW at any time, giving a notice period of **[five]** working days in which all development work will cease.
- 3.10.2 The notice period should be given in writing. The receiving party must acknowledge receipt of request within 24 hours.

3.11 Handover and Exit Management

[This should stipulate the way in which DfE wish to ensure knowledge transfer and a smooth transition of services when the deliverables have been met and the service has been completed]

- 3.11.1 During the initiation stage of this SOW, a handover and exit management strategy must be formulated by the Supplier and reviewed by the DfE. This will include knowledge transfer and handover tasks required.
- 3.11.2 The Supplier will help the Buyer to migrate the Services to the DfE or a replacement supplier in line with the exit plan to ensure continuity of services.

3.12 Agreement of Statement of Works

- 3.12.1 By Signing this SOW, the Parties agree to be bound by the terms and conditions set out herein:

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

1. Joint Schedule 1 (Definitions)

1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires:

- 1.3.1 the singular includes the plural and vice versa;
- 1.3.2 reference to a gender includes the other gender and the neuter;
- 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 1.3.5 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
- 1.3.6 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
- 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

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

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

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

"Accreditations and Standards"	the Accreditations and Standards Filter Category detailed in DPS Schedule 1.
"Additional Insurances"	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
"Auditor"	<p>a) the Relevant Authority's internal and external auditors;</p> <p>b) the Relevant Authority's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Order Contract;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

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

"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; <p>but excluding:</p> <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties;
----------------	---

	f) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Cyber Security Services"	those Service available under this DPS Contract as documented at DPS Schedule 1
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the 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;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);

"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by confirmation in writing to the Supplier. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables; b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on

	those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;

"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance

	and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> a) the legislation in Part 5 of the Finance Act 2013; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or <p>b) any Personal Data for which the Authority is the Data Controller;</p>
"Government Procurement Card"	<p>the Government's preferred method of purchasing and payment for low value goods or services;</p> <p>https://www.gov.uk/government/publications/government-procurement-card--2;</p>
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and

	e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	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 "Independent Controller" shall be construed accordingly;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p>

	<p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>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</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the</p>

	<p>aggregate Charges forecast to be payable under the Order Contract,</p> <p>and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	the management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	<p>means when an MI report:</p> <p>a) contains any material errors or material omissions or a missing mandatory field; or</p>

	<p>b) is submitted using an incorrect MI reporting Template; or</p> <p>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</p>
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);
"MI Reporting Template"	means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described as such in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>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</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related</p>

	offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis; 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; 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 h) the actual Costs profile for each Service Period;
"Open Government Licence"	<p>means the licensing terms for use of government intellectual property at:</p> <p>http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;

"Order Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Period"	the Contract Period in respect of the Order Contract;
"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;

"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;

"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	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 DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:

	<p>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>
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<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>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Sectors and Domains"	the Sectors and Domains Filter Category defined in DPS Schedule 1;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;

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

	d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative

	person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test"	any test required to be carried out pursuant to the Order Contract i) as set out in the Test Plan agreed pursuant to Part B of Order Schedule 13, ii) or as specified elsewhere in this Order Contract, and "Testing" and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Joint Schedule 2 (Variation Form)

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

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

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

2. The insurance you need to have

- 2.1 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 an Order 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:
 - 2.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 2.1.2 the Order Contract Effective Date in respect of the Additional Insurances.
- 2.2 The Insurances shall be:
 - 2.2.1 maintained in accordance with Good Industry Practice;
 - 2.2.2 (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;
 - 2.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 2.2.4 maintained for at least six (6) years after the End Date.
- 2.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principal's 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.

3. How to manage the insurance

- 3.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 3.1.1 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;
 - 3.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 3.1.3 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.

4. What happens if you aren't insured

- 4.1 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.
- 4.2 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.

5. Evidence of insurance you must provide

- 5.1 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.

6. Making sure you are insured to the required amount

- 6.1 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.

7. Cancelled Insurance

- 7.1 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.
- 7.2 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.

8. Insurance claims

- 8.1 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.

- 8.2 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 6.1 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.
- 8.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 8.4 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

9. The Supplier shall hold the following [standard] insurance cover from the DPS Start Date in accordance with this Schedule:
 - 9.1 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);
 - 9.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than five million pounds (£5,000,000); and
 - 9.3 employer's 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).

Joint Schedule 4 (Commercially Sensitive Information)

10. What is the Commercially Sensitive Information?

- 10.1 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.
- 10.2 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).
- 10.3 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.	Item(s)	Duration of Confidentiality
1	Suppliers proposal including the bid response as per Order Schedule 4 (Tender)	5 years
2	Details of Rate Card as per Order Schedule 5 (Pricing Details)	5 years
3	Personal information	5 Years

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

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

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.

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

4. Income Security

4.1 The Supplier shall:

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

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 ensure 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 is used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

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

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

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

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

6. Sustainability

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

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

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform 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 the Platform. Where the Buyer consents to the appointment of a New Key Subcontractor then they will be added to the 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 DPS Price over the DPS Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and

- 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 DPS 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 words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

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

- iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

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

"Financial Distress Service Continuity Plan"

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with each Order Contract in the event that a Financial Distress Event occurs;

"Monitored Company"

Supplier [the DPS Guarantor/ [and Order Guarantor] or any Key Subcontractor]

"Rating Agency"

the rating agency stated in Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive termination or expiry of this Contract.

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the credit rating issued for the Monitored Companies by the Rating Agency is as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within ten (10) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by the Rating Agency for a Monitored Company which means that the credit rating for the Monitored company falls below the Credit Rating Threshold.
- 3.3 If there is any such downgrade credit rating issued by the Rating Agency for a Monitored Company the Supplier shall at CCS' request ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be

requested by CCS. For these purposes the "quick ratio" on any date means:

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

where:

- | | |
|---|--|
| A | is the value at the relevant date of all cash in hand and at the bank of the Monitored Company]; |
| B | is the value of all marketable securities held by the 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 Agency; and

3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

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 the Rating Agency has 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 CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute

then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

4.2.1 rectify such late or non-payment; or

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

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

4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where CCS 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 of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

(a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

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

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

4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it

remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

- 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, 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
- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.8 CCS shall be able to share any information it receives from the Supplier 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 CCS of a Financial Distress Event in accordance with Paragraph 3.4;
 - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; 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 4.6.3.

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 Agency reviews and reports subsequently that the credit rating does not drop below the relevant Credit Rating Threshold, then:
 - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCY

Dun & Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Forfend Rating

Financial Strength Score	
Financial Failure Score	
DnB Risk Indicator	

PART 2: Rating Thresholds

Financial Strength Score	Minimum 1A – Maximum 5A
Financial Failure Score	26 or above
DnB Risk Indicator Score	3 or below

Joint Schedule 8 (Guarantee) – Not Applicable

1. Definitions

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

"DPS Guarantor"	any person acceptable to CCS to give a DPS Guarantee;
"DPS Guarantee"	a deed of guarantee in favour of CCS and all Buyers in the form set out in the Annex to this Schedule;
"Order Guarantee"	a deed of guarantee in favour of a Buyer in the form set out in the Annex to this Schedule; and
"Order Guarantor"	the person acceptable to a Buyer to give an Order Guarantee;

2. DPS Guarantee

- 2.1 Where CCS has notified the Supplier that the award of the DPS Contract is conditional upon receipt of a valid DPS Guarantee, then on or prior to the execution of the DPS Contract, as a condition for the award of the DPS Contract, the Supplier must have delivered to CCS:
- 2.1.1 an executed DPS Guarantee from a DPS Guarantor; and
 - 2.1.2 a certified copy extract of the board minutes and/or resolution of the DPS Guarantor approving the execution of the DPS Guarantee.
- 2.2 If the Supplier fails to deliver the documents as required by Paragraphs 2.1.1 and 2.1.2 above within 30 days of request then CCS shall be entitled to terminate this DPS Contract without liability and the Buyer shall be entitled to terminate the Order Contract without liability.
- 2.3 Where the CCS has procured a DPS Guarantee from the Supplier pursuant to Paragraph 2.1 CCS may terminate this DPS Contract by issuing a Termination Notice to the Supplier where:
- 2.3.1 the DPS Guarantor withdraws the DPS Guarantee for any reason whatsoever;
 - 2.3.2 the DPS Guarantor is in breach or anticipatory breach of the DPS Guarantee;
 - 2.3.3 an Insolvency Event occurs in respect of the DPS Guarantor;

2.3.4 the DPS Guarantee becomes invalid or unenforceable for any reason whatsoever; or

2.3.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the CCS;

and in each case the DPS Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to CCS.

2.4 Notwithstanding Clause 19 (Other people's rights in this contract), this Schedule (Guarantee) is intended to confer benefits on Buyers and is intended to be enforceable by Buyers by virtue of the CRTPA.]

3. Order Guarantee

3.1 Where a Buyer has notified the Supplier that the award of the Order Contract by the Buyer shall be conditional upon receipt of a valid Order Guarantee, then, on or prior to the execution of the Order Contract, as a condition for the award of that Order Contract, the Supplier shall deliver to the Buyer:

3.1.1 an executed Order Guarantee from an Order Guarantor; and

3.1.2 a certified copy extract of the board minutes and/or resolution of the Order Guarantor approving the execution of the Order Guarantee.

3.2 Where a Buyer has procured an Order Guarantee from the Supplier under Paragraph 2.4 above, the Buyer may terminate the Order Contract for Material Default where:

3.2.1 the Order Guarantor withdraws the Order Guarantee for any reason whatsoever;

3.2.2 the Order Guarantor is in breach or anticipatory breach of the Order Guarantee;

3.2.3 an Insolvency Event occurs in respect of the Order Guarantor;

3.2.4 the Order Guarantee becomes invalid or unenforceable for any reason whatsoever; or

3.2.5 the Supplier fails to provide the documentation required by Paragraph 3.1 by the date so specified by the Buyer;

3.2.6 and in each case the Order Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer.]

Annex 1 – Form of Guarantee

[Guidance Note: this is a draft form of guarantee which can be used to procure either a DPS Guarantee or an Order Guarantee, and so it will need to be amended to reflect the Beneficiary's requirements.]

[INSERT NAME OF THE GUARANTOR]

- AND -

[INSERT NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]
PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("**Guarantor**")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

[**Guidance Note:** Insert and/or settle Definitions, including from the following list, as appropriate to either DPS Guarantee or Order Guarantee]

["CCS"	has the meaning given to it in the DPS Contract;]
["Beneficiary(s)"]	means [CCS and all Buyers under all Order Contracts] [<i>insert name of the Buyer with whom the Supplier enters into an Order Contract</i>] and "Beneficiaries" shall be construed accordingly;]
["Order Contract"]	has the meaning given to it in the DPS Contract;]
["DPS Contract"]	means the DPS Contract for the Goods and/or Services dated on or about the date hereof made between CCS and the Supplier;]
["Goods"]	has the meaning given to it in the DPS Contract;]
["Guaranteed Agreement(s)"]	means [the DPS Contract and all Order Contracts] [the Order Contract] made between the Beneficiary and the Supplier [from time to time] [<i>on insert date</i>];]
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to

the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;

["Services" has the meaning given to it in the DPS Contract;]

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

- 2.2.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
- 2.2.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.3 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of [Insert details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

- 4.2.1 if delivered by hand, at the time of delivery; or
- 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
- 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

- 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance)

- by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside

or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

- 7.1.1 of subrogation and indemnity;
- 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
- 7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably

paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
 - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
 - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
 - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - 9.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - 9.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - 9.1.3.3 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
 - 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of

Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

- 9.1.5 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

Joint Schedule 10 (Rectification Plan)

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

DPS Schedule 6 (Order Form Template and Order Schedules) Crown
Copyright 2020

Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Status of the Controller

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

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

Where one Party is Controller and the other Party its Processor

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

- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;

- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

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

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 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.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

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

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

Annex 1 - Processing Personal Data A) Template

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Personal Data processed during the course of delivering IT Health Check services, this may include access to user identifiers, system access logs, contact information, or other data that forms part of the client's operational systems and documentation.</p>
Duration of the Processing	From contract start until expiry or termination, plus up to 7 years post-termination for audit or legal compliance purposes
Nature and purposes of the Processing	The processing involves accessing, reviewing, and analysing personal data contained in information systems, logs, reports, or documentation
Type of Personal Data	Included but not limited to: Names, work email addresses, usernames, access logs, roles/job titles, location data (if relevant for access management), and any personal identifiers

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>All data accessed or processed by the Supplier shall be securely deleted within 7 years after contract termination unless a longer period is legally required. Any physical or electronic media containing Authority data will be returned upon request or securely destroyed using industry best practice and aligned with NCSC guidance</i>
--	--

B) DPS Contract Personal Data Processing

Description	Details
Identity of Controller for each Category of Personal Data	<p>CCS is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 and for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor of the Personal Data recorded below</p>
Duration of the Processing	Up to 7 years after the expiry or termination of the DPS Contract
Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this DPS Contract including</p> <ul style="list-style-type: none"> i. Ensuring effective communication between the Supplier and CSS ii. Maintaining full and accurate records of every Order Contract arising under the Framework Agreement in accordance with Core Terms Clause 15 (Record Keeping and Reporting)
Type of Personal Data	<p>Includes:</p> <ul style="list-style-type: none"> i. Contact details of, and communications with, CSS staff concerned with management of the DPS Contract ii. Contact details of, and communications with, Buyer staff concerned with award and management of Order Contracts awarded under the DPS Contract, iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this DPS Contract <p>Contact details, and communications with Supplier staff concerned with management of the DPS Contract</p>
Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"> i. CSS staff concerned with management of the DPS Contract ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the DPS Contract

	<p>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this DPS Contract</p> <p>Supplier staff concerned with fulfilment of the Supplier's obligations arising under this DPS Contract</p>
<p>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>All relevant data to be deleted 7 years after the expiry or termination of this DPS Contract unless longer retention is required by Law or the terms of any Order Contract arising hereunder</p>

Order Schedule 1 (Transparency Reports)

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.
2. Without prejudice to the Supplier's reporting requirements set out in the DPS 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.
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.
4. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance Management except for commercially sensitive information.	KPIs eg targets achieved	Microsoft word or excel	Monthly
Technical, except for commercially sensitive information.	Information related to services provided, number of SoWs etc	Microsoft word or excel	Monthly
Call off contract charges except for commercially sensitive information	Call-off contract value eg, charges, invoices, spend	Microsoft word or excel	Monthly

Order Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability"

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

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

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

"Former Supplier"	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	n relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;

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

"Term"

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

"Transferring Buyer Employees"

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

**"Transferring
Former Supplier
Employees"**

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

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

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

- Part C (No Staff Transfer On Start Date)
- Part D (Pensions)
 - Annex D1 (CSPS)
- Part E (Staff Transfer on Exit)

PART C: NO STAFF TRANSFER ON THE START DATE

4. What happens if there is a staff transfer

- 4.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 4.2 Subject to Paragraphs 4.3, 4.4 and 4.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
- 4.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 4.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 4.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 4.2.4 if after the period referred to in Paragraph 4.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;
- and subject to the Supplier's compliance with Paragraphs 4.2.1 to 4.2.4:
- (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 4.2; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 4.2.
- 4.3 The indemnities in Paragraph 4.2 shall not apply to any claim:
- 4.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

- 4.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 4.4 The indemnities in Paragraph 4.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 4.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 4.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

5. Limits on the Former Supplier's obligations

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

PART D: PENSIONS

1. Definitions

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

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPA"	the schemes as defined in Annex D1 to this Part D;
"Fair Deal Employees"	<p>those:</p> <p>(a) Transferring Buyer Employees; and/or</p> <p>(b) Transferring Former Supplier Employees; and/or</p>

- (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs **Error! Reference source not found.** of Parts A or B or Paragraph 4.2.4 of Part C;
- (d) where the Former Supplier becomes the Supplier those employees;

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

"Fair Deal Schemes"

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

"Fund Actuary"

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

"LGPS"

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

"NHSPS"

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

"New Fair Deal"

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

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

"Statutory Schemes"

means the CSPA, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

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

3. Supplier obligation to provide information

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

4. Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.3 The indemnities in this Part D and its Annexes:

4.3.1 shall survive termination of this Contract; and

4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

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

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and

5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

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

6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

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

7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
- 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

- 8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
- 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

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

10. Broadly Comparable Pension Schemes

10.1 If either:

- 10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPA, **Error! Reference source not found.** of Annex D2: NHSPA and or 4 of Annex D3: LGPS apply; and/or
- 10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

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

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

- 10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
- 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
- 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the

avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and

- 10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1: Civil Service Pensions Schemes (CSPS)

1. Definitions

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

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

2. Access to equivalent pension schemes after transfer

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

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 Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;

- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
 - 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and

- 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the

Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
 - 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or

- 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Order Schedule 4 (Order Tender)



Order Schedule 5 (Pricing Details)

1.1 The Supplier shall ensure:

1.1.1 that all applicable Charges shall be calculated in accordance with the Pricing Mechanism detailed in the Order Form (and, if applicable, each SOW) using the following:

- (a) the agreed Day Rates or other rates specified in this Schedule for Supplier Staff providing the Deliverables (which are exclusive of any applicable expenses and VAT);
- (b) the number of Work Days, or pro rata portion of a Work Day, that Supplier Staff work solely to provide the Deliverables and meet the tasks sets out in the Order Form and, if applicable, each SOW (between the applicable SOW Start Date and SOW End Date).

1.2 Further to Paragraph 1.2 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable);
- the agreed Day Rate for each Supplier Staff;
- any expenses charged for in relation to each Work Day for each Supplier Staff, which must be in accordance with the Buyer's Expenses Policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

1.3 If a Capped Time and Materials or Fixed Price has been agreed for a particular SOW:

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.

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

Annex 1 (Expenses Policy)

Travel and Expenses Policy



Annex 2 (Price Evaluation Model)



Order Schedule 6 (ICT Services)

1. Definitions

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

- | | |
|---|--|
| 0.1 "Buyer Software" | 0.2 any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables; |
| 0.3 "Buyer System" | 0.4 the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Order Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables; |
| 0.5 "Commercial off the shelf Software" or "COTS Software" | non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms; |
| 0.6 "Defect" | any of the following:
g) any error, damage or defect in the manufacturing of a Deliverable; or
h) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or |
| 0.7 | i) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Order Contract; or
j) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or |

		the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Order Contract;
0.8	"ICT Environment"	0.9 the Buyer System and the Supplier System;
0.10	"Licensed Software"	0.11 all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Order Contract, including any COTS Software;
0.12	"New Release"	0.13 an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
0.14	"Open Source Software"	0.15 computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
0.16	"Operating Environment"	0.17 means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> k) the Deliverables are (or are to be) provided; or l) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or m) where any part of the Supplier System is situated;
0.18	"Quality Plans"	0.19 has the meaning given to it in paragraph 6.1 of this Schedule;
0.20	"Sites"	0.21 has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of

		this Order Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
0.22	"Software"	0.23 Specially Written Software, COTS Software and non-COTS Supplier and third party Software;
0.24	"Software Supporting Materials"	0.25 has the meaning given to it in paragraph 8.1 of this Schedule;
0.26	"Source Code"	0.27 computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
0.28	"Specially Written Software"	0.29 any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
0.30	"Supplier System"	0.31 the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

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

3. Buyer due diligence requirements

- 3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 3.1.2. operating processes and procedures and the working methods of the Buyer;
 - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Deliverables;
 - 3.2.2. the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3. a timetable for and the costs of those actions.

4. Software warranty

- 4.1. The Supplier represents and warrants that:
- 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Order Contract including the receipt of the Deliverables by the Buyer;
 - 4.1.2. all components of the Specially Written Software shall:
 - 4.1.2.1. be free from material design and programming errors;
 - 4.1.2.2. perform in all material respects in accordance with the relevant specifications and Documentation; and
 - 4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

- 5.1. The Supplier shall:
- 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with any interface requirements of the Buyer specified in this Order Contract and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Order Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Supplier shall, where specified by the Buyer as part of their Order Procedure, and in accordance with agreed timescales, develop quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Order Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Order Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

- 7.1. The Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;

- 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

8. Intellectual Property Rights in ICT

8.1. Assignments granted by the Supplier: Specially Written Software

- 8.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

- 8.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
- 8.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

- 8.1.2. The Supplier shall:

- 8.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
- 8.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
- 8.1.2.3. without prejudice to paragraph 8.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

8.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

8.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer

8.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

8.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Order Contract Period and after expiry of the Order Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

8.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 8.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

8.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

8.2.3.2. only use such third party IPR as referred to at paragraph 8.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

8.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 8.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

8.2.5. The Supplier may terminate a licence granted under paragraph 8.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

8.3. Licenses for COTS Software by the Supplier and third parties to the Buyer

- 8.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 8.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 8.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 8.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 8.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
 - 8.3.4.1. will no longer be maintained or supported by the developer;
or
 - 8.3.4.2. will no longer be made commercially available

8.4. Buyer's right to assign/novate licences

- 8.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 8.2 (to:
 - 8.4.1.1. a Central Government Body; or
 - 8.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 8.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 8.2.

8.5. Licence granted by the Buyer

- 8.5.1. The Buyer grants to the Supplier a licence to use the Specially Written Software i) during the Order Contract Period for the purpose of fulfilling its obligations under the Order Contract, and ii) after the Contract period on the terms set out in the Open Government Licence.
- 8.5.2. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-

licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

8.6. Open Source Publication

8.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 8.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

8.6.1.1. suitable for publication by the Buyer as Open Source; and

8.6.1.2. based on Open Standards (where applicable),

0.31.1 and the Buyer may, at its sole discretion, publish the same as Open Source.

8.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

8.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

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

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

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

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

8.6.2.6. do not contain any Malicious Software.

8.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

8.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on

IPRs which are to be excluded from Open Source publication; and

- 8.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9. Supplier-Furnished Terms

9.1. Software Licence Terms

- 9.1.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 8.2.3 are detailed in Annex A of this Order Schedule 6.
- 9.1.1.2. Terms for licensing of COTS software in accordance with Paragraph 8.3 are detailed in Annex B of this Order Schedule 6.

ANNEX A

Non-COTS Third Party Software Licensing Terms

ANNEX B
COTS Licensing Terms

Order Schedule 7 (Key Supplier Staff)

1. The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
2. The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
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.
4. The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
5. The Supplier shall:
 - 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);
 - 5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 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 1 Months’ notice;
 - 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
 - 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.

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.

Order Schedule 8 (Business Continuity and Disaster Recovery)

1. BCDR PLAN

- 1.1 At the Supplier's request, the Customer shall provide the Supplier with a copy of its Business Continuity & Disaster Recovery ("BCDR") Plan.
- 1.2 The Supplier shall develop a BCDR Plan and ensure that it is linked and integrated with the Buyer's BCDR Plan and the Supplier shall review and amend its BCDR Plan on a regular basis and as soon as is reasonably practicable on receipt of an amended Buyer BCDR Plan from the Buyer.
- 1.3 The Supplier shall ensure that its Sub-Contractor's BCDR Plans are integrated with the Supplier's BCDR Plan.
- 1.4 If there is a Disaster, the Parties shall, where applicable, implement their respective BCDR Plans and use all reasonable endeavours to re-establish their capacity to fully perform their obligations under this Order Contract. A Disaster will only relieve a Party of its obligations to the extent it constitutes a Force Majeure Event in accordance with Clause 20 (Circumstances Beyond Your Control).

Order Schedule 9 (Buyer Specific Security Requirements)

1. Definitions

- 1.1. In this Schedule, the following words shall have the following meanings and they shall supplement the other definitions in the Contract:

<p>“BPSS” “Baseline Personnel Security Standard”</p>	<p>the Government’s HMG Baseline Personal Security Standard. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</p>
<p>“CCSC” “Certified Cyber Security Consultancy”</p>	<p>is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</p>
<p>“CCP” “Certified Professional”</p>	<p>is a NCSC scheme in consultation with government, industry, and academia to address the growing need for specialists in the cyber security profession. See website: https://www.ncsc.gov.uk/information/about-certified-professional-scheme</p>
<p>“Cyber Essentials” “Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p> <p>There are a number of certification bodies that can be approached for further advice on the scheme, the link below points to these providers: https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body</p>

<p>“Data”</p> <p>“Data Controller”</p> <p>“Data Protection Officer”</p> <p>“Data Processor”</p> <p>“Personal Data”</p> <p>“Personal Data requiring Sensitive Processing”</p> <p>“Data Subject”, “Process” and “Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Legislation</p>
<p>“Buyer’s Data”</p> <p>“Buyer’s Information”</p>	<p>is any data or information owned or retained to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images, or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical, or tangible media, and which are:</p> <p style="padding-left: 40px;">(i) supplied to the Supplier by or on behalf of the Buyer; or</p> <p style="padding-left: 40px;">(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Data Controller;</p>
<p>“Departmental Security Requirements”</p>	<p>the Buyer’s security policy or any standards, procedures, process, or specification for security that the Supplier is required to deliver.</p>
<p>“Digital Marketplace / G-Cloud”</p>	<p>the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.</p>
<p>“End User Devices”</p>	<p>the personal computer or consumer devices that store or process information.</p>

“Good Industry Standard” “Industry Good Standard”	the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight, and timeliness as would be expected from a leading company within the relevant industry or business sector.
“GSC” “GSCP”	the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications
“HMG”	Her Majesty’s Government
“ICT”	Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
“ISO/IEC 27001” “ISO 27001”	is the International Standard for Information Security Management Systems Requirements
“ISO/IEC 27002” “ISO 27002”	is the International Standard describing the Code of Practice for Information Security Controls.
“ISO 22301”	is the International Standard describing for Business Continuity
“IT Security Health Check (ITSHC)” “IT Health Check (ITHC)” “Penetration Testing”	an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that ICT system.
“Need-to-Know”	the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.
“NCSC”	the National Cyber Security Centre (NCSC) is the UK government’s National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk

<p>“OFFICIAL”</p> <p>“OFFICIAL-SENSITIVE”</p>	<p>the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP).</p> <p>the term ‘OFFICIAL–SENSITIVE is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen, or published in the media, as described in the GSCP.</p>
<p>“RBAC”</p> <p>“Role Based Access Control”</p>	<p>Role Based Access Control, a method of restricting a person’s or process’ access to information depending on the role or functions assigned to them.</p>
<p>“Storage Area Network”</p> <p>“SAN”</p>	<p>an information storage system typically presenting block-based storage (i.e., disks or virtual disks) over a network interface rather than using physically connected storage.</p>
<p>“Secure Sanitisation”</p>	<p>the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.</p> <p>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction-0</p>
<p>“Security and Information Risk Advisor”</p> <p>“CCP SIRA”</p> <p>“SIRA”</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</p>
<p>“Senior Information Risk Owner”</p> <p>“SIRO”</p>	<p>the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This</p>

	includes its executive agencies, arm's length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.
"SPF" "HMG Security Policy Framework"	the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently, and securely. https://www.gov.uk/government/publications/security-policy-framework
"Supplier Staff"	all directors, officers, employees, agents, consultants, and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract.

Operative Provisions

- 1.1. The Supplier shall be aware of and comply with the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable these Departmental Security Requirements which include but are not constrained to the following paragraphs.
- 1.2. Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of [Procurement Policy Note: Updates to the Cyber Essentials Scheme \(PDF\)](#) - [Action Note 09/23](#) dated September 2023, or any subsequent updated document, are mandated, namely that contractors supplying products or services to HMG shall have achieved and will retain Cyber Essentials certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.
- 1.3. Where paragraph 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the

statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

- 1.4. The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer's Data being handled in the course of providing the Services and will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer's Data).
- 1.5. Buyer's Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier's or sub-contractor's own IT equipment to protect the Buyer's Data and enable the data to be identified and securely deleted when required in line with paragraph 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.
- 1.6. The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer's Data, in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g., door access), CCTV, alarm systems, etc.
 - 1.6.1. Where remote working is allowed, the Supplier shall have an appropriate remote working policy in place for any Supplier staff that will have access to the Buyer's data and/or systems.
- 1.7. The Supplier shall have in place, implement, and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer's Data. This policy should include appropriate segregation of duties and if applicable role-based access controls (RBAC). User credentials that give access to Buyer's Data or systems shall be considered to be sensitive data and must be protected accordingly.
- 1.8. The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:
 - 1.8.1. physical security controls;
 - 1.8.2. good industry standard policies and processes;
 - 1.8.3. malware protection;
 - 1.8.4. boundary access controls including firewalls, application gateways, etc;

- 1.8.5. maintenance and use of fully supported software packages in accordance with vendor recommendations;
- 1.8.6. use of secure device configuration and builds;
- 1.8.7. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
- 1.8.8. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
- 1.8.9. any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system level to meet the Buyer's logging and auditing requirements, plus logs shall be:
 - 1.8.9.1. retained and protected from tampering for a minimum period of six months;
 - 1.8.9.2. made available to the Buyer on request.
- 1.9. The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks, or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 1.10. The Supplier shall ensure that any Buyer's 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 Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
- 1.11. The Supplier shall ensure that any device which is used to process Buyer's 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> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.
- 1.12. Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".

- 1.13. When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer's Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of company premises.

The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

- 1.14. In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from provision of the Services shall not be considered as the Supplier's assets and must be returned to the Buyer and written assurance obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with paragraph 1.15.
- 1.15. In the event of termination, equipment failure or obsolescence, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or logically stored by the Supplier must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Supplier shall protect (and ensure that any sub-contractor protects) the Buyer's Information and Buyer's Data until such time, which may be long after termination or expiry of the Contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 1.16. Access by Supplier Staff to Buyer's Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer. All Supplier Staff must complete this process before access to Buyer's Data is permitted. [Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact].

- 1.17. All Supplier Staff who handle Buyer's Data shall have annual awareness training in protecting information.
- 1.18. Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Supplier shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the Contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency, or crisis to the Services delivered. If an ISO 22301 certificate is not available, the supplier will provide evidence of the effectiveness of their ISO 22301 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This must include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.19. Any suspected or actual breach of the confidentiality, integrity, or availability of Buyer's Data, including user credentials, used or handled while providing the Services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security Requirements and these provisions, or other security standards pertaining to the solution.

Security Incidents shall be reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery and followed up in writing. If Security Incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay. Regular updates on the Security Incident shall be provided to the Buyer in writing until the incident is resolved.

Security Incidents shall be reported through the Buyer's nominated system or service owner.

Security Incidents shall be investigated by the Supplier with outcomes being notified to the Buyer.

- 1.20. The Supplier shall ensure that any Supplier ICT systems and hosting environments that are used to handle, store or process Buyer's Data, including Supplier ICT connected to Supplier ICT systems used to handle, store or process Buyer's Data, shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. On request by the Buyer, the findings of the ITHC relevant to the Services being provided are to be shared with the Buyer in full without modification or redaction and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test

may be required, to be determined by the Buyer upon review of the ITHC findings.

- 1.21. The Supplier or sub-contractors providing the Services will provide the Buyer with full details of any actual or future intent to develop, manage, support, process, or store Buyer's Data outside of the UK mainland. The Supplier or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Buyer.
- 1.22. The Buyer reserves the right to audit the Supplier or sub-contractors providing the Services annually, within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being supplied and the Supplier's, and any sub-contractors', compliance with the paragraphs contained in this Schedule.
- 1.23. The Supplier and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer through the life of the contract. This will include obtaining any necessary professional security resources required to support the Supplier's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- 1.24. Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy. The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:
 - 1.24.1. implementation of the foundational set of cyber defence safeguards from the Center for Internet Security Critical Security Controls (CIS CSC v8).
 - 1.24.2. any existing security assurance for the Services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification issued by an organisation accredited by the United Kingdom Accreditation Service.
 - 1.24.3. any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
 - 1.24.4. documented progress in achieving any security assurance or accreditation activities including whether documentation has

been produced and submitted. The Supplier shall provide details of who the awarding body or organisation will be, and date expected.

1.24.5. compliance with the principles of Secure by Design as described at [Secure by Design Principles - UK Government Security](#).

Additional information and evidence to that listed above may be required to ensure compliance with DfE security requirements as part of the DfE security assurance process. Where a request for evidence or information is made by the Buyer, the Supplier will acknowledge the request within 5 working days and either provide the information within that timeframe, or, if that is not possible, provide a date when the information will be provided to the Buyer. In any case, the Supplier must respond to information requests from the Buyer needed to support the security assurance process promptly and without undue delay.

- 1.25. The Supplier shall contractually enforce all these Departmental Security Requirements onto any third-party suppliers, sub-contractors or partners who will have access to the Buyer's Data in the course of providing the Services, before access to the data is provided or permitted.
- 1.26. The Supplier shall comply with the [NCSC's social media guidance: how to use social media safely](#) for any web and social media-based communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.
- 1.27. Any Supplier ICT system used to handle, store, or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store, or process the Buyer's Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.
- 1.28. Where the Supplier is using Artificial Intelligence (AI) and/or Machine Learning (ML) in the delivery of their service to the Buyer, this shall comply with the NCSC's [principles for the security of machine learning](#).

Order Schedule 10 (Exit Management)

1. Within 20 (twenty) working days of the Start Date the Supplier must provide for the Buyer's Approval an exit plan which ensures continuity of service and which the Supplier will follow at the end of the Order Contract. The Buyer shall not unreasonably withhold Approval of the draft provided that the Supplier shall incorporate the Buyer's reasonable requirements in it
2. The Supplier must ensure that the exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its Replacement Supplier at the expiry or if the Order Contract ends before the scheduled expiry.
3. The exit plan should set out full details of timescales, activities and roles and responsibilities of the Parties for:
 - the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - the strategy for export and migration of Buyer data from any relevant Supplier system to the Buyer or a Replacement Supplier, including conversion to open standards or other standards required by the Buyer
 - the transfer of New IPR items to the Buyer or a Replacement Supplier
 - the testing and assurance strategy for exported Buyer data
 - if relevant, TUPE-related activity to comply with the TUPE regulations
 - any other activities and information which are reasonably required to ensure continuity of service during the exit period and an orderly transition to the Buyer or a Replacement Supplier.

Order Schedule 13 (Implementation Plan and Testing)

Part A – Implementation Plan

1. Agreeing the Implementation Plan

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

2. Following the Implementation Plan

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

3. Delays

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

4. Delay Payments

4.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer the Delay Payments set out in the Order Contract and the following provisions shall apply:

- Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to achieve a Milestone by its Milestone Date except where:

(a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or

(b) the delay exceeds the number of days (the "Delay Period Limit") specified in the Order Contract commencing on the relevant Milestone Date;

- the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is achieved;

- no payment or other act or omission of the Buyer shall affect the Buyer's right to recover the Delay Payments, or be deemed to be a waiver of the right of the Buyer to recover any such damages;

4.2 [Insert details of Delay Payment rate and Delay Period Limit]

Part B – Testing

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

“Test Period”	the period specified in Part A to Order Schedule 13 during which Testing shall be carried out.
"Test Plan"	a plan for the Testing of the Deliverables to demonstrate compliance with Contract requirements;
“Test Report”	a test report produced by the Supplier in accordance with Paragraph 3.3 of this Part B to Order Schedule 13;
“Test Success Criteria”	the criteria specified in the Test Plan agreed pursuant to Part B of Order Schedule 13 that the relevant Deliverables must satisfy for the relevant Test to be recorded as successful.

1. All Tests will be carried out in accordance with the Test Plan.
2. The Supplier shall submit each Deliverable for the relevant Testing no later than the date specified in the Contract for the Test Period to begin.
3. The Supplier shall submit a draft Test Plan for Approval no later than TBC days after the Start Date.
4. The Test Plan will include:
 - An overview of how Testing will be carried out
 - Specific details of each Test to be carried out to demonstrate that the Buyer's requirements are satisfied
 - The Test Success Criteria for all Tests
 - A timetable for Testing over the Test Period, this to be compliant with any Implementation Plan
 - The process for recording the conduct and results of Testing
 - The responsibilities of the Parties
 - A categorisation scheme for test issues eg critical/serious/minor
5. The Buyer shall not unreasonably withhold Approval of the Test Plan provided that the Supplier shall implement the Buyer's reasonable requirements in the plan.

6. Unless specified in the Test Plan the Supplier shall be responsible for carrying out the Testing detailed in the plan.
7. The Buyer may require that a Buyer representative witnesses the conduct of the Tests.
8. No later than 7 days after the completion of the scheduled Test Period the Supplier shall provide the Buyer with a Test Report setting out:
 - An overview of Testing carried out
 - Details of each Test carried out together with the result, indicating if the success criteria were satisfied
 - Details of any scheduled Tests that were not carried out
 - A list of all outstanding Test issues
9. Where by the end of the scheduled Test Period the Testing process has demonstrated to the Buyer's satisfaction that the Test Success Criteria have been met then the Buyer shall notify the Supplier in writing that the Testing process has been satisfactorily completed.
10. Where as a result of a Supplier default the Testing process has not by the end of the scheduled Test Period demonstrated to the Buyer's satisfaction that the Test Success Criteria have been met then the Buyer may:
 - Direct the Supplier to repeat any unsuccessful Test or undertake any scheduled Test not thus far undertaken to give the Supplier an opportunity to demonstrate that the outstanding issues detailed in the Test Report have been resolved; or
 - Notify the Supplier that testing has been satisfactorily completed subject to rectification of outstanding issues within a period specified by the Buyer. Failure to rectify the relevant issues within the period specified shall be a material Default; or
 - to reject the relevant Deliverables and to invoke Clause 3.2.12; or
 - to reject the relevant Deliverables treating this as a material default and invoking the Buyer's termination right under Clause 10.4.1

Order 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):

"Critical Service Failure"	Means a failure to meet a Service Level Threshold in respect of a Service Level
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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:
- 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 otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

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.

Key Performance Indicators – IT Health Check and Penetration Testing Services

Key Performance Indicators – ITHC

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
KPI 1	<p>Statement of Work Response Time</p> <p>On a quarterly basis</p> <p>Timeliness of response to formal SoW requests.</p>	<p>Responses to formal requests for Statement of Work provided within 5 working days unless otherwise agreed between the Buyer and Supplier.</p> <p>A formal request for a Statement of Work is one that has been provided to the Supplier via the nominated Contract Manager stipulated in Framework Schedule 6.</p> <p>An acceptable response from the Supplier to the SOW is one that is returned to the nominated Contract Manager and includes in full:</p> <ul style="list-style-type: none"> - proposed resourcing profile required to deliver the outcomes, including the roles, seniority levels and rates which will be in line with roles, SFIA skills levels and contract rate card; - an accurate costing model; - timing/dates of each resource required to deliver the outcomes if 	<p>Good – All formal SoW response requests received within 5 working days.</p> <p>Approaching Target – 1 SoW responses not received within 5 working days of formal request within reporting period.</p> <p>Requires improvement – 2-3 SoW's responses not received within 5 working days of formal request within reporting period.</p> <p>Inadequate – 4+ SoW's responses not received within 5 working days of formal request within reporting period</p>	<p>If rated inadequate in a single reporting period or requires improvement for two consecutive reporting periods.</p> <p>Joint Schedule 10 (Rectification Plan)</p> <p>Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.</p>

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
		<p>these differ to the SOW term dates;</p> <ul style="list-style-type: none"> - areas of potential complexity, assumptions and dependencies. - key contacts 		
KPI 2	<p>Statement of work commencement timeliness.</p> <p>On a quarterly basis</p> <p>Number of resources/SOWs commencing on the SOW start date agreed between Buyer and Supplier in the signed SOW</p>	<p>The Supplier successfully commences each SOW on the agreed start date specified in the signed SOW.</p> <p>All resource required by the Supplier to deliver the outcomes agreed are available and commence work on the SOW start date/date agreed between Buyer and Supplier in the signed SOW.</p> <p>The measure assumes the rationale for any delay is entirely under the control of the supplier.</p>	<p>Good All SoWs start on the date agreed between Buyer and Supplier during the reporting period</p> <p>Approaching Target - 1 SOW not commencing on the mutually agreed start date as signed on the SoW during the reporting period.</p> <p>Requires improvement</p> <p>2-3 SOWs not commencing on the mutually agreed start date as signed on the SoW during the reporting period.</p> <p>Inadequate 4+ SOWs not commencing on the mutually agreed start date</p>	<p>If rated inadequate in a single reporting period or requires improvement for two consecutive reporting periods.</p> <p>Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.</p> <p>The Buyer may at its absolute discretion de-scope any of the Initial Scope and related SOWs in accordance with the provisions included in the Special Terms.</p>

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
			as signed on the SoW during the reporting period	
KPI 3	<p>Accurate and timely contract reporting.</p> <p>On a quarterly basis</p> <p>Comprehensive Contract reporting pack is accurate and on time</p>	<p>The supplier will supply a Contract Management service Report to the DfE Contract Manager in line with the requirements set out in the Contract within 7 working days of each month</p> <p>The report is on time and free from defects.</p>	<p>Good – All service reports are received within 7 working days of each month. The reports are accurate and supplied directly to the DfE Contract Manager.</p> <p>Approaching Target The service report is received within 7 working days of the start of the month but contains minor inaccuracies or omissions.</p> <p>Requires improvement – 1 occasion during the reporting period the pack is not delivered within 7 working days of each month and/or contains inaccuracies or omissions.</p>	<p>If rated inadequate in a single reporting period or requires improvement for two consecutive reporting periods.</p> <p>Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.</p>

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
			Inadequate 2+ Occasions during the reporting period the pack is not received within 7 working days of each month and/or contains inaccuracies or omissions.	
KPI 4	<p>Quality of services/resource</p> <p>On a quarterly basis</p> <p>Quality and availability of resource proposed by the Supplier in their response to the signed SoW</p>	<p>Services/Resource provided by the Supplier across all live SoW's are performing at, the commensurate level of specialist skill and SFIA seniority required.</p> <p>It is at buyer discretion and responsibility to decide what constitutes a minor, moderate or significant performance and/or conduct concern. This is to be assessed fairly and transparently given the nature and circumstances of the issue and its potential impact on the department.</p> <p>Typically, these will be assessed based on the following framework;</p>	<p>Good – All resources deployed on the SoWs perform at the appropriate level of skill and experience as set out in the contract.</p> <p>Approaching Target Any occasion within the reporting period where the buyer contract manager raises a minor concern/issue regarding the performance and/or conduct of supplier resources.</p>	<p>If rated inadequate in a single reporting period or requires improvement for two consecutive reporting periods.</p> <p>Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.</p>

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
		<p>Minor Performance/Conduct Concern</p> <ul style="list-style-type: none"> • Definition: A minor concern is a small issue that does not significantly impact the overall performance or conduct of the resource/services. It can be easily corrected without major intervention. • Examples: <ul style="list-style-type: none"> ○ Minor delays in task completion that do not affect the overall project timeline. ○ Small lapses in communication or adherence to protocols that are quickly rectified. ○ Minor errors in non-critical tasks that are promptly corrected <p>Moderate Performance/Conduct Concern</p> <ul style="list-style-type: none"> • Definition: A moderate concern is an issue that has a noticeable impact on performance or 	<p>Requires improvement - Any occasions within the reporting period where the buyer contract manager raises a concern regarding the performance and/or conduct of supplier resources.</p> <p>Inadequate – Any occasions during the reporting month where the buyers contract manager raises a significant concern over the performance and/or conduct of supplier resources.</p>	

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
		<p>conduct but does not render the resource/service ineffective. It may require some intervention to correct.</p> <ul style="list-style-type: none"> • Examples: <ul style="list-style-type: none"> ○ Repeated delays in task completion that require adjustments to the project plan. ○ Moderate lapses in adherence to security protocols that could pose a risk if not addressed. ○ Errors in critical tasks that require rework and could affect project outcomes if not corrected. <p>Significant Performance/Conduct Concern</p> <ul style="list-style-type: none"> • Definition: A significant concern is a major issue that severely impacts the performance or conduct of the resource/services, rendering them ineffective or causing 		

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
		<p>substantial disruption to the project.</p> <ul style="list-style-type: none"> Examples: <ul style="list-style-type: none"> Major breaches of security protocols that compromise the integrity of the project. Persistent failure to meet critical deadlines, jeopardising the overall project success. Significant errors in key deliverables that require extensive rework and delay project milestones. <p>16.5.1 Assessment Process</p> <ul style="list-style-type: none"> Fair and Transparent Assessment: The assessment of performance and conduct concerns will be conducted by the buyer's contract manager in consultation with relevant stakeholders. The assessment will consider the context, nature, 		

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
		<p>and potential impact of the issue on the department.</p> <ul style="list-style-type: none"> • Documentation: All identified concerns will be documented, including the nature of the concern, its classification (minor, moderate, significant), and the rationale for the classification. 		
KPI 5	<p>Quality of Deliverables</p> <p>The deliverables commissioned on each SoW meet the required quality standards for accuracy, completeness, and alignment with best practice.</p>	<p>The deliverables meet the required standard for quality and are free from defects. Which could include but not be limited to, accuracy, completeness and alignment to best practice.</p> <p>Specific deliverables will be commissioned with each statement of work but typically include;</p> <ul style="list-style-type: none"> - Detailed Vulnerability Reports - Executive Summaries - Completion Reports 	<p>Good – All deliverables during the reporting period meet the required quality standards and are free from quality defects.</p> <p>Approaching Target Any occasion during the reporting period where the buyer contract manager raises a minor concern/issue regarding the quality of any completed deliverable/s</p>	<p>If rated inadequate in a single reporting period or requires improvement for two consecutive reporting periods.</p> <p>Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.</p>

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
		<p>Typically, these will be assessed based on the following framework;</p> <p>Minor Quality Issue.</p> <ul style="list-style-type: none"> • Definition: A minor quality issue is a small defect or deviation from the expected standard that does not significantly impact the overall deliverable or its intended use. <p>Examples:</p> <ul style="list-style-type: none"> • Minor formatting errors in a report. • Small inaccuracies in non-critical data. • Slight delays in non-critical milestones that do not affect the overall project timeline <p>Moderate Quality Issue</p> <ul style="list-style-type: none"> • Definition: A moderate quality issue is a defect or deviation that has a noticeable impact on 	<p>Requires improvement - Any occasions during the reporting period where the buyer contract manager raises a concern/issue regarding the quality of any completed deliverable/s</p> <p>Inadequate – Any occasions during the reporting period where the buyers contract manager raises a significant concern/issue regarding the quality of any completed deliverable/s</p>	

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
		<p>the deliverable but does not render it unusable. It may require some rework or adjustments to meet the expected standards.</p> <ul style="list-style-type: none"> Examples: <ul style="list-style-type: none"> Incomplete sections in a risk assessment report that require additional information. Errors in critical data that could affect decision-making but can be corrected without significant rework. Delays in critical milestones that require adjustments to the project plan but do not jeopardise the overall project success <p>Significant Quality Issue</p> <ul style="list-style-type: none"> Definition: A significant quality issue is a major defect or deviation that severely impacts the deliverable, rendering it unusable or requiring substantial 		

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
		<p>rework. This type of issue can have serious consequences for the project and the department.</p> <ul style="list-style-type: none"> • Examples: <ul style="list-style-type: none"> ○ Major inaccuracies or omissions in a security strategy document that compromise its effectiveness. ○ Critical errors in compliance audit reports that could lead to regulatory non-compliance. ○ Significant delays in deliverables that jeopardise the overall project timeline and objectives. <p>Assessment Process</p> <ul style="list-style-type: none"> • Fair and Transparent Assessment: The assessment of quality issues will be conducted by the buyer's contract manager in consultation with relevant stakeholders. The assessment will consider the 		

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
		<p>context, nature, and potential impact of the issue on the department.</p> <ul style="list-style-type: none"> • Documentation: All identified quality issues will be documented, including the nature of the issue, its classification (minor, moderate, significant), and the rationale for the classification <p>Where quality rectification work is required, this will be done at the suppliers own cost.</p>		
KPI 6	<p>Timeliness of Deliverables</p> <p>All deliverables completed on time and to the agreed deadline as stipulated in each SoW</p>	<p>All deliverables completed on time by the milestone/deadlines set within each statement of work.</p> <p>The measure assumes there is no interfering factors impacting the suppliers ability to meet the deadlines that are outside the control of the supplier.</p>	<p>Good All SoWs/deliverables completed on the date agreed between Buyer and Supplier during the reporting period</p> <p>Approaching Target - 1 SOW/deliverable not completed on the mutually agreed start date as signed</p>	<p>If rated inadequate in a single reporting period or requires improvement for two consecutive reporting periods.</p> <p>Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.</p>

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
			<p>on the SoW during the reporting period.</p> <p>Requires improvement</p> <p>2-3 SOWs/deliverables not completed on the mutually agreed start date as signed on the SoW during the reporting period.</p> <p>Inadequate 4+</p> <p>SOWs/deliverables not completed on the mutually agreed start date as signed on the SoW during the reporting period</p>	
KPI 7	<p>Social Value Commitment</p> <p>Themes: Tackling Economic Inequality, Diversity and Inclusion and Wellbeing</p>	The Supplier will report on their promotion and commitment to Social Value in their delivery and ways of operating to improve the economic, social and environmental wellbeing within the community as set out in their bid:	<p>Good – Social value action plan is all on track.</p> <p>Approaching Target – The social value action plan reporting shows one minor failure to deliver against</p>	Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.

Ref	Service Level Performance Criterion and Monthly Service Level Performance Measure.	Key Performance Indicator	Service Level Threshold.	Buyer redress for Failure to provide Services at or above Service Levels.
	<p>In month 1 of contract the supplier will firm up their a social value action plan based on their Social Value tender responses which covers as a minimum: what they will do, how they will measure and report on this, and what is their current baseline/benchmark. DfE will review and sign off.</p> <p>After that, the Supplier will report quarterly against the social value action plan.</p> <p>The Supplier can submit an updated social value action plan every 6 months.</p>	<ul style="list-style-type: none"> Plan and /or process to ensure that opportunities under this contract contribute to tackling economic inequality through employment and training opportunities and/or support educational attainment to reflect the communities we serve. 	<p>plans, or minor delays in plans, or contains inaccuracies or omissions.</p> <p>Requires Improvement - The social value action plan shows more than one failure to deliver against plans, or minor delays in plans, or contains inaccuracies or omissions and there is no action plan to improve.</p> <p>Inadequate –The social value action plan reporting shows significant failure to deliver against plans, or significant delays.</p>	<p>The Buyer may at its absolute discretion de-scope any of the Initial Scope and related SOWs in accordance with the provisions included in the Special Terms.</p>

The Buyer will measure the quality of the Supplier's delivery using the KPIs above. The KPIs will be measured for 90 days from the Call-off Start Date, during which period, the Buyer Redress for Failure shall not apply, and the KPI measurements will be for information only. At a mutually agreeable time, but before 60 days from the Call-off Start Date, the parties shall meet to assess the suitability of the KPIs in practice. Where the parties agree that a KPI, as is currently written, is unsuitable, it will be amended accordingly at absolute Buyer discretion. Where the parties mutually agree that a KPI is suitable, either as originally written, or as amended, the KPI will be enforced immediately, and the Buyer Redress for Failure will apply. Where the parties cannot reach agreement as to the suitability or otherwise of a KPI, the KPI will be enforced at Buyer discretion, and Buyer Redress for Failure will apply 90 days from the Call-off Start Date.

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of 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.
- 1.2 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:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 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:
 - 1.3.1 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;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier 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.
- 1.4 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.

- 1.5 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.

2. Satisfaction Surveys

- 2.1 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.

Order Schedule 15 (Order Contract Management)

1. DEFINITIONS

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

"Operational Board" the board established in accordance with paragraph 5.1 of this Schedule;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. PROJECT MANAGEMENT

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 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

The Supplier's Contract Manager 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 the 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.

The Buyer may provide revised instructions to the Supplier's Contract Manager 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.

Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. CONTRACT RISK MANAGEMENT

Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.

The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

- 4.1.1 the identification and management of risks;
- the identification and management of issues; and
- monitoring and controlling project plans.

The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

5. Role of the Operational Board

5.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

5.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

5.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

5.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

5.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

Annex: Contract Boards

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

Guidance note: Details of additional boards to be inserted.

Order 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 the Contract.

2. Definitions

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

3. Relevant Convictions

- 3.1 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.
- 3.2 Notwithstanding Paragraph 3.1 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

See Special Term 2

Order Schedule 20 (Order Specification)

1. Introduction & Background

The Cyber and Information Security Division (CISD) is a centralised function within the Department for Education (DfE) that leverages people, processes, technology, and intelligence to identify and respond to operational cyber threats. To meet Cabinet Office and Her Majesty's Government (HMG) minimum security standards and support the implementation of Secure by Design principles across the Department, the DfE requires the support of specialist services.

A new call-off contract is needed for IT Health Check (ITHC) services, which are critical components of the overarching Security Assurance framework. These services provide a vital mechanism for assessing and assuring the security baseline of DfE's digital environment.

Regular security assurance activities are necessary for all DfE services to protect the confidentiality, integrity, and availability of data, systems, and services. These measures are integral to maintaining robust cyber resilience and supporting the delivery of the Department's strategic vision.

2. Objectives of the Contract

The Department for Education's Cyber and Information Security Division (CISD) is a small team of cyber security expertise, and we require specialist security resources to add to and support the Department's ability to operate securely and effectively. This contract will mitigate one of the Department's top-tier risks in Cyber Security by enhancing the PREVENT, DETECT, and RESPOND functions through the engagement of specialist resources.

The primary objectives of the ITHC services contract are to:

- **Ensure Compliance and Lawfulness:** Guarantee that all testing activities are conducted lawfully, in compliance with NCSC CHECK Scheme, relevant regulations, and strictly within the agreed scope of work.
- **Identify Security Vulnerabilities:** Perform comprehensive technical security tests on information systems or products to identify vulnerabilities that could compromise the Department's cyber resilience.
- **Tailored Communication of Findings:** Present the results of the tests in a clear and accessible manner, tailored to the knowledge level of the intended audience, whether technical or non-technical stakeholders.
- **Provide Expert knowledge and Mitigation Advice:** Deliver expert technical knowledge, including actionable recommendations on how identified vulnerabilities can be effectively mitigated to strengthen the security posture of the Department.

3. Requirements and Scope of Service

The IT Health Check (ITHC) is a thorough and independent evaluation of the various components that constitute an information system or product. This assessment includes a series of controlled and ethical hacking tests specifically designed to identify and highlight potential security vulnerabilities within the IT solution.

Conducting an ITHC is essential for providing project and business teams within the Department for Education (DfE) with a comprehensive understanding of their risk exposure in the event of a security breach. By identifying vulnerabilities at an early stage, teams can conduct detailed risk assessments and formulate targeted remediation plans to safeguard critical systems, data, and services. This proactive approach not only supports informed decision-making but also prioritises necessary security enhancements and ensures adherence to established security standards. Ultimately, the ITHC contributes to strengthening the overall security posture of the Department.

3.1 Service Requirements

The successful Supplier must deliver a comprehensive service with the specialist skills required to conduct CHECK Penetration Testing. The service must encompass a wide range of testing capabilities, including but not limited to:

- **Reconnaissance and Discovery:** Conduct reconnaissance to externally identify and gather information on target systems, providing a foundation for subsequent testing phases.
- **Network Mapping:** Perform detailed network mapping to understand the structure and components of the target environment, identifying potential attack vectors.
- **Enumeration and Privilege Escalation:** Identify active hosts, services, and user accounts, and test for potential paths to escalate privileges within the network.
- **Vulnerability Identification:** Detect vulnerabilities across all layers, including hardware, software, and configurations, providing a clear understanding of potential security gaps.
- **Application Reconnaissance and Configuration Review:** Review application builds and configurations, focusing on setup flaws, insecure defaults, and misconfigurations that could be exploited.
- **Authentication Protocol Testing:** Assess the security of authentication mechanisms, ensuring that protocols used for user verification are robust and resistant to attacks.
- **Authorisation Testing:** Test authorisation processes to verify that user roles and access controls are correctly implemented and do not allow unauthorised access.
- **Functional Analysis of Applications:** Perform a comprehensive analysis of an application's functionality to identify potential security weaknesses within its operations.
- **Database Management and Interface Testing:** Test database management interfaces to ensure they are secure and resistant to common attacks such as SQL injection.
- **Application Security and Code Review:** Conduct a thorough review of application code to identify security vulnerabilities, unsafe coding practices, and areas for improvement.
- **Operating System Build Reviews:** Assess operating system builds to ensure secure configurations and that all systems adhere to security best practices.
- **SaaS Configuration Reviews:** Review the configuration of Software as a Service (SaaS) platforms to identify misconfigurations and areas of potential risk.
- **Ethical Hacking and End-to-End Testing:** Deliver ethical hacking services, simulating real-world attack scenarios to test the security of the Department's systems comprehensively.
- **Web Application Testing:** Perform detailed testing of web applications to identify vulnerabilities such as cross-site scripting (XSS), cross-site request forgery (CSRF), and other web-specific threats.
- **Testing of Security-Enforcing Functions:** Assess the performance and effectiveness of security-enforcing functions, including firewalls, intrusion detection systems, and other security controls.

The Supplier must demonstrate proficiency in each of these areas, providing expert testing and clear, actionable recommendations to enhance the security of the Department's systems and applications

• 3.2 External testing requirements

The exact external testing requirements will be defined at Statement of Work Level.

The Supplier may be required to conduct comprehensive external testing of all internet-facing systems and external connections to the Department's network. The objective is to identify, assess, and report on vulnerabilities that could be exploited by unauthorised external entities, ensuring robust protection of the Department's critical systems. The Supplier's responsibilities could include , but are not limited to:

- **Testing of Internet-Facing Systems:** The Supplier shall perform thorough security testing of systems exposed to the internet, including email servers, web servers, and security appliances

such as firewalls. The Supplier must identify and report vulnerabilities, misconfigurations, and potential exploitation paths that could compromise these systems.

- **Assessment of Remote Access Solutions:** The Supplier will test remote access systems, including Virtual Private Network (VPN) solutions, to ensure that access controls, encryption protocols, and configurations are secure and resilient against external threats. The Supplier must provide detailed findings and recommendations to enhance remote access security.
- **Testing of Third-Party Access Points:** The Supplier will evaluate external connections used by third-party suppliers to access the Department's network, including connections originating from third-party office locations. The Supplier must identify security risks associated with these access points and suggest mitigations to safeguard against unauthorised access.
- **Reporting and Documentation:** The Supplier shall document all findings in a detailed report tailored to both technical and non-technical audiences, highlighting vulnerabilities, risk levels, and proposed remediation actions. The report should include clear guidance on prioritising remediation efforts to address identified risks promptly.
- **Remediation Consultation:** Upon completion of external testing, the Supplier shall provide expert advice to support the Department in understanding the impact of identified vulnerabilities and assist in developing a remediation plan. This includes answering queries and providing further clarification as required.

• 3.2 Internal testing requirements

The exact internal testing requirements will be defined at Statement of Work Level.

The Supplier may be required to conduct thorough internal testing of the Department's network and systems, combining vulnerability scanning with manual analysis to identify, assess, and report on security vulnerabilities. This testing aims to ensure that internal systems are securely configured, properly maintained, and resilient against internal threats. The Supplier's responsibilities may be, but are not limited to:

Vulnerability Scanning and Manual Analysis: The Supplier shall perform comprehensive vulnerability scanning and manual testing across the Department's internal network to identify potential security weaknesses. This testing may include:

- **Desktop and Server Build and Configuration:** Assess the security and configuration of desktop and server builds, including network management security settings, to identify misconfigurations and weaknesses.
- **Patching Levels:** Evaluate patching at the operating system, application, and firmware levels to ensure all components are up-to-date and protected against known vulnerabilities.
- **Remote Access Solutions:** Test the configuration of remote access solutions, including those used for managed devices and Bring Your Own Device (BYOD) scenarios, to ensure secure and compliant access configurations.
- **Mobile Devices:** Review the build and configuration of laptops, phones, tablets, and other mobile devices used for remote access, ensuring they are secure and properly configured.
- **Internal Security Gateway:** Assess the configuration of internal security gateways, including the Public Services Network (PSN) gateway, to ensure they effectively control and monitor internal traffic.
- **Wireless Network Configuration:** Test the security of wireless network configurations to identify potential vulnerabilities in the Department's wireless infrastructure.

3.3 Configuration and Maintenance Assurance: The Supplier's testing will provide assurance that internal systems have been configured securely and are being maintained appropriately. The Supplier shall identify and report on any deviations from best practices, including misconfigurations, outdated patches, and other security gaps.

3.4 Reporting and Documentation: The Supplier shall provide detailed reports of all testing activities, findings, and recommendations. Reports must highlight vulnerabilities, their impact, and suggested remediation actions, and be tailored to suit both technical and non-technical stakeholders within the Department.

3.5 Remediation Support: Following the internal testing, the Supplier shall offer expert advice to help the Department understand the risks identified and develop a remediation plan. This includes prioritising actions to mitigate identified vulnerabilities promptly.

3.6 Adherence to Standards: The Supplier must ensure that all testing activities comply with relevant industry standards and best practices, including guidelines set by the National Cyber Security Centre (NCSC). All tests must be conducted ethically and within the agreed scope to avoid unintended disruptions

3.7 Key Deliverables

The Supplier will be required to provide specific deliverables for each commissioned Statement of Work (SoW), tailored to the scope and requirements outlined. Typically, the deliverables will include, but are not limited to:

- **Detailed Vulnerability Reports:** Comprehensive reports that identify, classify, and detail all vulnerabilities discovered during the assessment, including technical specifics, risk levels, and potential impact.
- **Executive Summaries for Senior Stakeholders:** High-level summaries designed for senior stakeholders that provide an overview of the key findings, risks identified, and recommended actions, presented in a format accessible to non-technical audiences.
- **Remediation Advice and Follow-Up Testing:** Actionable remediation guidance tailored to the vulnerabilities identified, including immediate steps and long-term strategies to mitigate risks. This includes follow-up testing to verify that remediations have been successfully implemented.
- **Completion Reports:** Final reports summarising the outcomes of the IT Health Check, the effectiveness of remediations, and any outstanding issues that require further action.

3.8 Minimum Output Requirements for IT Health Checks

The output from each IT Health Check must include the following elements as a minimum standard:

- **Readability and Accessibility:** Reports must be clear, concise, and accessible, tailored to the audience's technical level. Reports should include a summary that clearly outlines the number, type, and severity of vulnerabilities identified. Where applicable, use Common Vulnerability Scoring System (CVSS) base scores, with CVSS version 4.0 as the preferred categorisation standard.
- **Identification of Contributors:** Each report must include details of the individuals involved in the IT Health Check, including their roles and responsibilities to ensure accountability and traceability.
- **Scope and Context:** Clearly articulate the background, scope, and context of the health check, including which systems were tested, the methodologies used, and any limitations or exclusions. This ensures that the findings are understood within the correct operational context.
- **Detailed Vulnerability Identification and Analysis:** Vulnerabilities must be accurately identified and described in detail, including the underlying causes, potential exploitation methods, and the impact on the Department's security posture.
- **Remediation Solutions:** Each identified vulnerability must be paired with a proposed remedial solution. These solutions should include short-term actions (e.g., network segregation, access restrictions, increased monitoring, further system hardening) that can reduce risk immediately, as well as strategic, long-term fixes for sustainable security improvements.
- **Risk Reduction Recommendations:** The Supplier should not treat the recommended remedial action as the only method to reduce risk. Alternative approaches should be suggested where appropriate, and the report should outline the effectiveness of short-term mitigations until a strategic fix can be implemented.

- **Compliance and Best Practice Alignment:** Deliverables must align with relevant compliance standards and best practices, including those from the National Cyber Security Centre (NCSC) and other applicable frameworks. This ensures that all recommendations are not only effective but also compliant with industry expectations.

The Supplier is expected to deliver high-quality outputs that are actionable, tailored to the Department's needs, and provide clear paths to enhancing security resilience. All deliverables must be submitted in the format and timeframe agreed within the relevant SoW.

4. Methodology

The Supplier is required to deliver CHECK Testing in strict accordance with the terms and standards set by the National Cyber Security Centre (NCSC) CHECK Scheme. This ensures that all testing is performed to the highest levels of professionalism, technical competence, and ethical standards required by government and public sector bodies.

Key Methodological Requirements:

- **Compliance with NCSC CHECK Standards:** The Supplier must adhere to all relevant guidelines and best practices outlined in the NCSC CHECK Scheme, where applicable. This includes following approved testing methodologies, maintaining CHECK-approved status, and ensuring all personnel conducting tests are suitably qualified and accredited by the NCSC.
- **Structured Testing Approach:** Testing must follow a structured approach, including planning, reconnaissance, vulnerability identification, exploitation, and reporting phases. The Supplier must ensure that each phase is conducted methodically and documented thoroughly, in line with CHECK standards.
- **Ethical Testing Practices:** All testing activities must be performed ethically, without causing disruption to live services. The Supplier must obtain authorisation before conducting tests and ensure that all activities are within the agreed scope to avoid unintended consequences.
- **Use of Approved Tools and Techniques:** The Supplier shall use NCSC-approved tools, techniques, and methodologies during testing to ensure consistency, reliability, and accuracy in identifying vulnerabilities. Any tools used must be regularly updated and capable of identifying the latest threats.
- **Risk-Based Testing Focus:** The Supplier's testing approach must prioritise areas of greatest risk to the Department, focusing on critical assets, high-value data, and key points of potential compromise. This risk-based approach ensures that testing is targeted and relevant to the Department's security posture.
- **Comprehensive Documentation of Methodologies:** The Supplier must provide a clear explanation of the methodologies used, including a breakdown of each testing phase, tools employed, and any deviations from standard procedures. This documentation should be included in the final reports to support transparency and understanding of the testing process.
- **Alignment with Security Best Practices:** In addition to CHECK standards, the Supplier should align testing methodologies with broader industry best practices, such as OWASP (Open Web Application Security Project) guidelines for web application testing and CIS (Centre for Internet Security) or Microsoft benchmarks for configuration reviews.
- **Continuous Improvement of Testing Techniques:** The Supplier is expected to stay up to date with the latest security threats and advancements in testing techniques. The Supplier must demonstrate a commitment to continuous improvement, incorporating new and emerging methodologies where appropriate to enhance the quality and relevance of testing.

5. Technical & Security Standards

The Supplier is required to adhere to the following technical standards and certifications to ensure that all testing activities are conducted in line with industry best practices, regulatory requirements, and government security standards:

- **Cyber Essentials Certification:** The Supplier must be Cyber Essentials certified, demonstrating that basic security measures are in place to protect against common cyber threats. This certification ensures that the Supplier's own infrastructure meets minimum security standards.
- **NCSC Assured:** The Supplier must be NCSC assured and align their testing methodologies and deliverables with the standards and guidelines set by the National Cyber Security Centre (NCSC). This includes following approved testing approaches and maintaining a commitment to best practices in cybersecurity.
- **ISO 27001/27002 Compliance:** The Supplier must adhere to ISO 27001 (Information Security Management) and ISO 27002 (Code of Practice for Information Security Controls) standards. These international standards ensure that the Supplier maintains rigorous information security management systems and follows best practices for managing information security risks.
- **UK Government's IT Security Health Check (CHECK) Scheme:** The Supplier must be a registered CHECK service provider under the UK Government's CHECK scheme. This assures that the Supplier's personnel are certified to conduct IT Health Checks on government systems, adhering to the strict standards required for public sector cybersecurity.
- **OWASP Top 10 and NIST Guidelines:** The Supplier must align all penetration testing and vulnerability management activities with the OWASP Top 10 security risks and the National Institute of Standards and Technology (NIST) guidelines. These frameworks provide critical benchmarks for identifying and mitigating the most significant vulnerabilities in web applications and broader IT environments.
- **Certifications for Testing Personnel:** The Supplier's testing team must hold relevant professional certifications to demonstrate their expertise and capability. Required certifications include, but are not limited to:
 1. **CHECK Team Leader/Member Certification:** Required for personnel conducting testing under the CHECK scheme, confirming their qualifications to perform security assessments on UK Government systems.
- **Adherence to Industry Best Practices:** In addition to the above standards, the Supplier must continuously stay up to date with emerging industry best practices, ensuring that their methodologies, tools, and approaches reflect the latest advancements in cybersecurity.

The Supplier's compliance with these standards is essential to maintain the quality, reliability, and security of the services provided. Adherence will be monitored throughout the contract term to ensure ongoing compliance.

5.1 Professional Certification

Penetration Tests and IT Health Checks (ITHCs) must be conducted by certified professionals who meet the following criteria:

- **CHECK Certification:** Testing must be performed by individuals certified as CHECK Team Members at a minimum, ensuring that all testing personnel possess the required skills and expertise to conduct assessments in line with NCSC standards.
- **Supervision by CHECK Team Leader:** A CHECK Team Leader must be in a supervisory role for all testing activities, overseeing the work of CHECK Team Members to ensure quality, compliance, and accuracy.
- **Lead by CHECK Team Leader When Required:** Certain services may require the direct involvement of a CHECK Team Leader to perform the ITHC. Such requirements will be specified within the relevant Statement of Work (SoW), based on the complexity and criticality of the engagement.

5.2 Security Clearance / Security and Confidentiality Requirements

- **Security Clearance:** All testing personnel must hold valid Security Check (SC) clearance as a minimum standard before commencing any work under this contract. This clearance ensures that individuals are vetted and authorised to handle sensitive information securely.

- **Security and Confidentiality Compliance:** The Supplier must ensure that all personnel adhere to strict security and confidentiality protocols. This includes handling all data and findings from tests in accordance with government data protection regulations and departmental confidentiality requirements.
- **Call off schedule 9** – The supplier must adhere to the department's security requirements, which can be found at Call-Off schedule 9 of the attached draft order form.
- **Security Questionnaire-** Bidders are required to complete and return a supplier security questionnaire, found at Annex 4 of the attached suite of documents.

6. Statements of Work (SoW)

The Buyer will specify detailed objectives for each work package within a Statement of Work (SoW). Each SoW will outline the work package's objectives, success criteria, required outcomes, timescales, and acceptance criteria that the Supplier must achieve.

6.1 SoW Development and Approval Process:

- The Buyer will provide the Supplier with the project requirements. The Supplier and the Buyer will collaborate to agree on how best to meet these requirements, including determining the resourcing profile, pricing, and project start date.
- The Supplier must provide a formal response within 5 working days, detailing the proposed resourcing profile and price via the SoW.
- The Supplier shall not commence work on any SoW until instructed to do so by the Buyer's Contract Manager via a signed and authorised SoW.

6.2 Supplier Responsibilities:

- The Supplier is responsible for ensuring that all resources deployed for a SoW commence on the specified start date and possess the requisite skills and experience.
- The Supplier is accountable for the delivery of all specified outcomes, deliverables, and standards as outlined within the SoW. All deliverables must meet the acceptance criteria, and the Supplier is responsible for correcting any deliverables that fail to meet these criteria at their own cost.

6.3 Financial Responsibility:

- The financial risk of delivering the service, deliverables, and outcomes as per the SoW lies with the Supplier. Payment will be linked to the successful completion of deliverables as stated in the SoW. If deliverables do not meet the required acceptance criteria, the Supplier must rectify any issues at no additional cost to the Buyer.

6.4 Changes and Termination:

- Any changes to the scope of a signed SoW will be agreed upon by the Buyer and Supplier via the Variation process as stipulated in Joint Schedule 2 of the contract.
- The Buyer reserves the right to terminate any SoW with a notice period of 5 working days, provided in writing. Payments will be made up to the end of the notice period based on the resource profile outlined in the SoW. No cancellation fees will apply.

6.5 Statement of Work (SoW) Template

- The template SoW to be used throughout the contract is found at Annex 7 of the attached suite of documents.

7. Ways of working

The Supplier must demonstrate flexibility, responsiveness, and effective communication skills, capable of conveying complex technical concepts to both technical and non-technical stakeholders. The Supplier must be able to articulate detailed findings in clear, accessible business language, ensuring that all staff, regardless of technical proficiency, can understand the implications of the work.

- **Work Pipeline Communication:** A predefined pipeline of work will not be established as part of the contract award. Instead, the pipeline and associated work will be communicated through the agreements made in the Statements of Work (SoWs), which will be developed and agreed upon post-contract award. For larger requirements, the Buyer will work closely with the Supplier to provide early notice and ensure that the Supplier understands the scope of work and required timelines.
- **Accountability Models:** The Supplier is expected to deliver services in alignment with the accountability models outlined in each SoW. These models are designed to ensure flexibility and clear roles across different engagement scenarios. The accountability models within the scope of this contract are:
 1. **Rainbow Teams:** The Supplier shall provide a squad of individuals to work alongside the Buyer's staff and other third-party suppliers. While the Supplier manages the team members at a high level, day-to-day direction may be provided by operational leads from the Buyer or other organisations. This model fosters cross-organisational collaboration and shared responsibility.
 2. **Self-Directed Teams:** The Supplier shall provide a self-contained delivery team responsible for producing deliverable increments as commissioned by the Buyer. This model supports agile delivery led by the Buyer, with specific deliverables defined closer to the point of delivery. The Supplier carries some risk associated with adapting to evolving requirements.
 3. **Sole Responsibility:** The Supplier shall assume full responsibility for delivering discrete milestones identified by the Buyer. In this model, the Supplier accepts full delivery risk, including managing resources, timelines, and quality assurance to meet the agreed objectives.

By adhering to these ways of working, the supplier will foster effective collaboration, ensuring that services are delivered efficiently and aligned with the Department's objectives.

8. Resource Management

The Supplier shall ensure the ability to scale its deployed workforce up or down promptly in response to the requirements outlined in each Statement of Work (SoW) issued by the Buyer. The following responsibilities and expectations apply:

- **Proactive Resource Management:** The Supplier must take proactive measures to address any emerging recruitment or capability issues. This includes ensuring that the Supplier can effectively meet the demands of the SoW and maintain sufficient staffing levels.
- **Remediation of Resource Deficiencies:** The Supplier shall identify and remedy any deficiencies in the skills, capability, experience, and delivery performance of personnel deployed under the contract. All associated costs for remediation will be borne by the Supplier.
- **Notice for Resource Departures:** If any resource is due to leave an active SoW, the Supplier must notify the Buyer in writing ASAP once the departure is known and before the departure date. During this notice period, the Supplier is expected to provide a permanent or temporary replacement with equivalent skills to ensure continuity of service.
- **Knowledge Transfer Requirements:** Knowledge transfer must occur between the incumbent and the replacement resource to ensure seamless service continuity. The onboarding of replacement resources and the knowledge transfer process will be conducted at the Supplier's own cost.

- **Payment During Notice Period:** The Buyer will only pay for the incumbent resource during notice period, and payment will be contingent on the Supplier's ability to fulfil agreed outputs and deliverables during this time.
- **Temporary Replacement Provisions:** If a temporary replacement is required for knowledge transfer during the notice period, the Supplier is responsible for onboarding the permanent replacement and facilitating knowledge transfer between the temporary and permanent resources, all at the Supplier's cost.
- **Responsibility for Output:** If there is any slippage in overall output due to a resource change during the SoW, the Supplier shall bear the costs associated with any delays or deficiencies in performance.
- **Location Requirements:** All Supplier resources must be based in the UK. Overseas working is not permitted under this contract.

9. Location

Supplier resources on this contract are not required to attend DfE offices regularly, and work can primarily be undertaken remotely. However, the Supplier may be required to attend site in exceptional circumstances, for key issues or collection of kit but these will be agreed upon in advance with the supplier.

- **Base Location:** The primary (base) location for each engagement will be specified within the relevant Statement of Work (SoW). The Supplier is responsible for ensuring that resources can attend these locations if needed.
- **Travel and Subsistence Costs:** The Buyer will not cover any travel and subsistence costs related to travel to and from the primary site as outlined in each SoW. Suppliers should factor these costs into their pricing models.
- **Travel to Non-SoW Locations:** If travel to a location other than the specified SoW base location is required, the Supplier must adhere to the Department's travel and subsistence policy. Any travel costs incurred under these circumstances will be reimbursed according to the policy guidelines

10. Contract Management

10.1 Key Stakeholders

The Supplier will be expected to work collaboratively with a range of key stakeholders across the organisation to ensure the effective delivery of IT Health Check services. These stakeholders include, but are not limited to:

- **Developers:** To gain an understanding of the application landscape, address any identified vulnerabilities, and support the implementation of remediation actions.
- **Product Managers:** To align security assessments with product development timelines and priorities, ensuring that identified risks are managed within the context of product delivery.
- **Contract Managers:** To maintain oversight of contract performance, ensure adherence to agreed service levels, and address any contractual queries or changes.
- **Cyber Information Security Department Colleagues:** To coordinate on security protocols, share findings from health checks, and ensure that recommendations align with the organisation's overall security strategy.
- **Senior Responsible Officers/Service Owners:** To oversee the successful delivery of projects or programs. Accountable for ensuring that the project meets its objectives, delivers the projected benefits, and aligns with the strategic goals of the organisation.

Effective engagement with these stakeholders will be crucial for the success of the service, ensuring that all identified risks are appropriately managed and that security improvements are aligned with organisational objectives

10.2 Account Management

The Supplier shall provide the Buyer with access to an Account Manager, who will be duly authorised to act on behalf of the Supplier. The Account Manager will serve as the primary point of contact and the first line of escalation for any contractual, performance, or service delivery issues. The Account Manager is expected to work collaboratively with the Buyer to resolve any issues raised promptly and to the satisfaction of the Buyer.

Review Meetings:

- **Monthly Contract Reviews:** A formal contract review meeting will be held monthly, scheduled at a date and time determined by the Buyer's Contract Manager. Standard attendees will include the Supplier's Account Manager and the Buyer's Contract Manager. Additional attendees, such as Senior Supplier representatives, and key Department stakeholders, may be invited on an exceptions basis to address specific agenda items or concerns.
- **Ad-Hoc Meetings:** Ad-hoc meetings may be convened as required to address urgent or emerging issues, ensuring timely and proactive management of any matters arising.

10.3 Statement of Work (SoW) Process:

- Statements of Work will be initiated by the Buyer, who will draft the initial version and forward it to the Supplier for review. The Supplier must provide a comprehensive response, including full costings and a resource profile, within 5 working days of receipt. Any queries or clarifications from the Supplier regarding the initial draft must be raised and resolved within this 5-day turnaround period.

10.4 Financial Risk Monitoring:

- Financial risk monitoring will be conducted throughout the contract term to ensure the Supplier's continued financial stability. The Supplier must notify the Buyer immediately of any negative changes in their financial standing. To support ongoing financial monitoring, the Financial Viability Risk Assessment Tool (FVRAT) will be completed at least annually, with additional assessments conducted as needed should concerns arise.

10.5 Management Information

The Supplier shall provide the following management information to the Buyer in a format specified by the Buyer. The information required includes, but is not limited to:

- **Forecast Reporting:** To be agreed upon each month and must include details on spend within the month, cumulative spend to date, spend per Statement of Work (SoW), and forecast spend through to the completion of the SoW or Purchase Order.
- **Invoicing:** Invoices must be submitted by the 5th working day of each month in accordance with the terms outlined in the contract.
- **Contract Management Service Report (Monthly):** This report must include:
 - Invoicing details against each SoW.
 - Contract performance against agreed Key Performance Indicators (KPIs).
 - Reporting on added value and social value contributions.
 - Forecast and actual spend against each SoW.
 - Staff changes impacting service delivery.
 - Identified risks and issues, with mitigation actions.
 - Service improvements made within the reporting period.
 - Compliance with contract obligations.
 - An updated actions log detailing progress on previously raised actions.
- **Submission Timeline:** The Contract Management Service Report must be submitted within the first 7 working days of each month.

Note: The reporting dates outlined above reflect the current needs of the department. If the Buyer requires a change to the submission dates for Management Information or KPI reports, this must be agreed upon between the Buyer and Supplier with a minimum notice period of 4 weeks. Templates and reporting processes will be provided by the Buyer during the contract finalisation and mobilisation phase

10.6 Performance Metrics

- 14.1 Key Performance Indicators (KPIs) can be found at Appendix J of the ITT.

14.2 The Buyer will measure the quality of the Supplier's delivery using the KPIs in Appendix J. The KPIs will be measured for 90 days from the Call-off Start Date, during which period, the Buyer Redress for Failure shall not apply, and the KPI measurements will be for information only. At a mutually agreeable time, but before 60 days from the Call-off Start Date, the parties shall meet to assess the suitability of the KPIs in practice. Where the parties agree that a KPI, as is currently written, is unsuitable, it will be amended accordingly at absolute buyer discretion. Where the parties mutually agree that a KPI is suitable, either as originally written, or as amended, the KPI will be enforced immediately, and the Buyer Redress for Failure will apply. Where the parties cannot reach agreement as to the suitability or otherwise of a KPI, the KPI will be enforced, and Buyer Redress for Failure will apply 90 days from the Call-off Start Date.

- **10.7 Continuous Improvement**

The Supplier shall demonstrate a commitment to continuous improvement throughout the duration of the contract, aligning improvement initiatives with the Buyer's strategic priorities. The Supplier is expected to proactively identify, develop, and implement enhancements to the delivery of IT Health Check (ITHC) and penetration testing services, ensuring that methodologies remain current, efficient, and aligned with industry best practices.

2 Key Requirements:

- **Proactive Service Enhancement:** The Supplier shall identify and propose new ways of working, innovative methodologies, and best practices that could improve service delivery. These proposals should be data-driven, reflecting the latest industry standards and technological advancements in IT Health Check (ITHC) and penetration testing.
- **Knowledge Sharing and Training:** The Supplier should provide knowledge-sharing sessions or training opportunities to the Buyer's team on the latest security threats, testing techniques, and remediation strategies. This will help the Buyer's team stay informed and enhance their capability to address identified vulnerabilities swiftly.
- **Emerging Threats and Best Practices:** The Supplier must stay abreast of emerging cyber threats, vulnerabilities, and the latest industry trends in ITHC and penetration testing. Suppliers are expected to bring forward relevant updates that may impact the service delivery, including adjustments to testing scope, techniques, or technologies that address newly identified vulnerabilities.
- **Efficiency Improvements:** The Supplier shall regularly review testing processes to identify opportunities to improve efficiency and reduce testing times without compromising quality. This could involve streamlining scoping processes, optimising testing schedules, or integrating continuous testing tools to provide near-real-time vulnerability feedback.
- **Monthly Review Presentations:** The Supplier must present continuous improvement initiatives during monthly contract review meetings. This includes showcasing new tools, techniques, or approaches that could benefit the Department, along with clear evidence of potential value, such as reduced testing time, enhanced detection capabilities, or increased efficiency.
- **Change Management and Implementation:** Any proposed changes to the delivery of services must be communicated to the Buyer in advance, with a clear rationale, anticipated benefits, and an implementation plan. Changes must be approved by the Buyer before implementation, ensuring alignment with the Department's strategic objectives and risk appetite.

- **Documentation of Improvements:** The Supplier shall document all continuous improvement activities, including the rationale for changes, the impact of implemented improvements, and lessons learned. This documentation should be included in monthly reports to provide transparency and demonstrate a commitment to enhancing service delivery.
- **Responsiveness to Feedback:** The Supplier is expected to act on feedback provided by the Buyer, incorporating suggestions and addressing identified areas for improvement. This iterative approach ensures that services continually evolve to meet the Department's needs.
- **Discretion of Implementation:** All new approaches or methodologies proposed by the Supplier are subject to the Buyer's absolute discretion. The Buyer reserves the right to approve, modify, or reject any proposed changes based on alignment with the Department's priorities and operational requirements.
- **Benchmarking and Performance Measurement:** Continuous improvement initiatives should be measured against key performance indicators (KPIs) and benchmarks to evaluate their effectiveness. The Supplier is expected to provide evidence of improvements, such as enhanced security outcomes or reduced costs, to validate the impact of implemented changes.

11. Contract Demand

Over the past twelve months, demand under this contract averaged approximately £400,000 per year, supporting an average of 60 Statements of Work (SoWs) annually. These figures are provided for illustrative purposes only, based on historical demand patterns, and should not be interpreted as a commitment to future spending or activity levels.

The contract will be operated as a zero-commitment agreement, meaning the Department is not obligated to procure any minimum level of services or spend any specific amount under this contract. The Supplier must have the flexibility to accommodate fluctuating demand and scale resources up or down as required, in line with the Department's evolving needs.

12. Use of Subcontractors

The Department will permit the use of subcontractors in the delivery of this contract. If a bidder intends to utilise subcontractors to provide any part of the required services, they must specify this within their bid submission. The bidder must also provide the same evidence of mandatory qualifications, certifications, and accreditations for each proposed subcontractor as required for the primary Supplier.

Key Requirements:

- **Bid Submission Requirements:** Bidders must clearly identify any subcontractors they intend to engage, outlining the specific roles, responsibilities, and capabilities that the subcontractors will bring to the contract.
- **Mandatory Qualifications and Accreditations:** Subcontractors must meet the same standards and hold the same mandatory qualifications and accreditations as the primary Supplier, such as CHECK certification, ISO standards, and relevant security clearances etc (e.g., SC clearance)
- **Encouragement of SMEs:** The Department encourages the involvement of small to medium enterprises (SMEs) as subcontractors to support the delivery of this contract, promoting innovation and fostering diverse supply chains.
- **Ongoing Compliance:** The Supplier remains responsible for ensuring that subcontractors comply with all contractual terms, standards, and requirements throughout the contract duration. Any changes to subcontractors during the contract term must be approved in writing by the Buyer.

Subcontracting arrangements must support the overall delivery of the contract while maintaining compliance with all required standards and obligations.

13. Charging Mechanisms, Payment and Invoicing

- **13.1 Duration of Contract and Value**

The maximum value of this contract over the entire potential three-year term is £3,000,000 (excluding VAT). This contract operates on a zero-commitment basis, meaning there is no guaranteed minimum spend by the Buyer. The Supplier must be prepared to accommodate fluctuations in demand, with services and expenditures determined solely by the specific needs and Statements of Work (SoWs) commissioned during the contract period.

- **13.2 Payment Terms**

Payment terms are net monthly in arrears. As part of the evaluation process, bidders will be required to submit day rates for the various roles specified in the tender. Given that the volume and type of roles will vary with each Statement of Work (SoW), bidders must provide pricing for a range of roles to facilitate a comprehensive evaluation.

- **Pricing Schedule:** The pricing schedule submitted by the winning bidder will be incorporated into the contract. This pricing will be fixed for the entire duration of the contract term, including any extension periods. All rates established in this schedule are firm and will not be subject to change throughout the contract term.
- **Default Pricing Mechanism:** The default pricing mechanism will be a capped time and materials model. This allows for flexibility in billing based on actual hours worked and materials used, while also ensuring cost control through a cap on overall expenses.
- **Alternative Payment Mechanisms:** At the Buyer's absolute discretion, other payment mechanisms may be agreed upon for specific SoWs. These alternative mechanisms can include:
 1. **Fixed Delivery Costs:** A set fee for delivering specific outcomes or deliverables.
 2. **Milestone Payments:** Payments made upon the completion of predefined milestones, as specified in the SoW.
 3. **Time and Materials:** Billing based on the actual time spent and materials used, subject to the capped pricing.
- **Invoices and Payment Schedule:** The Supplier must submit invoices according to the agreed payment terms specified in each SoW. Invoices should detail the services rendered, align with the agreed pricing schedule, and include any relevant supporting documentation. Payments will be processed within the timeframe specified in the contract, subject to receipt and approval of invoices by the Buyer.
- **Dispute Resolution:** In the event of any discrepancies or disputes regarding invoicing or payment, the Supplier and Buyer shall work collaboratively to resolve such issues in a timely manner.

These payment terms ensure clarity and transparency in the financial arrangements associated with this contract, enabling effective budgeting and resource management for both the Supplier and the Buyer

14. Terms and Conditions

- The terms and conditions of this contract are governed by the RM3764.3 Cyber Security Services 3 Framework Agreement. All relevant contract terms, conditions, and obligations are outlined within this framework and are applicable to the Supplier.
- For detailed terms and conditions, please refer to the draft order form provided at Annex 3- Draft Order form, which includes all incorporated contractual requirements and compliance obligations. The Supplier must familiarise themselves with these terms and adhere strictly to them throughout the duration of the contract

15. Exit

The Supplier shall work collaboratively with any incoming supplier(s) to ensure a smooth and orderly transition of services at the end of the contract term. The Supplier is responsible for supporting the handover of the Buyer's digital, data, and knowledge assets, ensuring continuity of service and minimising disruption.

3 **Key Requirements:**

- **Collaborative Handover:** The Supplier shall cooperate fully with the Buyer and any incoming supplier(s) to facilitate an efficient and effective handover process. This includes sharing relevant information, documentation, and knowledge necessary for the continuation of services.
- **Transfer of Assets:** The Supplier must provide an orderly handover of all Buyer-owned digital, data, and knowledge assets. This includes all relevant documentation, records, and any other materials created or used during the contract. The Supplier should refer to the Knowledge Management information detailed within this contract for specific requirements on managing and transferring these assets.
- **Exit Plan:** Upon request, the Supplier shall develop and submit an Exit Plan for approval by the Buyer. The Exit Plan must outline the specific arrangements for exiting the contract, including timelines, key activities, responsibilities, and any support required from the Supplier to ensure a seamless transition.
- **Exit Statement of Work (SoW):** The Buyer reserves the right to issue an Exit SoW, detailing specific deliverables required of the Supplier in relation to exit activities. This may include additional support, data migration, training for incoming personnel, or other tasks necessary to facilitate the transition.
- **Final Reporting:** The Supplier shall provide final reports detailing the status of ongoing work, outstanding issues, and any recommendations for the incoming supplier(s) to ensure service continuity.

Failure to comply with these exit requirements may result in contractual penalties and will be considered a breach of the contract terms

16. **IR35 Status**

The Department's tax team has conducted an IR35 assessment regarding this contract and has determined that it will operate inside IR35. The Supplier will be responsible for ensuring that appropriate tax and National Insurance contributions are deducted from payments made under this contract.

The Supplier must comply with all relevant tax legislation and regulations associated with operating inside IR35. This includes, but is not limited to, accurately reporting income, managing payroll deductions, and fulfilling any other obligations as required by HM Revenue and Customs (HMRC).

The Supplier is encouraged to seek independent tax advice to fully understand the implications of this determination and ensure compliance with all applicable tax obligations.

17. **Culture and Behaviours**

The Supplier is responsible for ensuring that all deployed resources embody and adhere to the Department for Education's (DfE) culture and behavioural standards as outlined in the Supplier Code of Conduct, which may be updated from time to time. The Supplier Code of Conduct can be accessed here:

[Supplier Code of Conduct - v2.](#)

- **Adoption of Standards:** All Supplier personnel must fully understand and adopt the cultural values and behavioural expectations set forth in the Supplier Code of Conduct. This includes

promoting a positive, inclusive, and respectful working environment that aligns with the DfE's values.

- **Proactive Management of Issues:** The Supplier shall proactively monitor and manage any behavioural or cultural issues that arise with deployed resources. This includes taking swift action to address concerns and implement corrective measures as needed.
- **Responsibility for Resolution:** In cases where cultural and/or behavioural issues persist and are not resolved to the satisfaction of the Buyer, the Supplier shall take appropriate management actions, which may include the removal or replacement of deployed resources.
- **Liability for Costs:** The Buyer shall not be liable for any costs incurred by the Supplier in taking such management actions. The Supplier will bear all associated costs resulting from the need to address unresolved cultural or behavioural issues.
- **Reporting and Feedback:** The Supplier is encouraged to establish open lines of communication with the Buyer regarding any cultural or behavioural concerns. Regular feedback should be sought from the Buyer to ensure alignment with DfE expectations.

By maintaining a strong focus on culture and behaviour, the Supplier can help foster a collaborative and effective working relationship with the Buyer and contribute positively to the overall project environment.

Order Schedule 22 – Secret Matters

Associated definitions:

In this Order Schedule 22, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Document"	includes specifications, plans, drawings, photographs and books;
"Secret Matter"	means any matter connected with or arising out of the performance of this Order Contract which has been, or may hereafter be, by a notice in writing given by the Customer to the Supplier be designated 'top secret', 'secret', or 'confidential';
"Servant"	where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called.

1. Disclosure

- 1.1 The Supplier shall not, either before or after the completion or termination of this Order Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a Secret Matter being:

1.1.1 without the prior consent in writing of the Buyer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;

1.1.2 disclosed to or acquired by a person as respects whom the Buyer has given to the Supplier a notice in writing which has not been cancelled stating that the Buyer requires that Secret Matters shall not be disclosed to that person;

1.1.3 without the prior consent in writing of the Buyer, disclosed to or acquired by any person who is not a Servant of the Supplier; or

1.1.4 disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Order Contract that such person shall have the information.

2. Safeguarding

- 2.1 Without prejudice to the provisions of Paragraph 1, the Supplier shall, both before and after the completion or termination of this Order Contract, take all reasonable steps to ensure:

2.1.1 no such person as is mentioned in Paragraph 1.1, 1.1.1 or 1.1.2, thereof shall have access to any item or Document under the control

of the Supplier containing information about a Secret Matter except with the prior consent in writing of the Buyer;

2.1.2 that no visitor to any premises in which there is any item to be supplied under this Order Contract or where Goods are being supplied shall see or discuss with the Supplier or any person employed by him any Secret Matter unless the visitor is authorised in writing by the Buyer so to do;

2.1.3 that no photograph of any item to be supplied under this Order Contract or any portions of the Goods shall be taken except insofar as may be necessary for the proper performance of this Order Contract or with the prior consent in writing of the Buyer, and that no such photograph shall, without such consent, be published or otherwise circulated;

2.1.4 that all information about any Secret Matter and every Document, model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Order Contract or with the prior consent in writing of the Buyer, no copies of or extracts from any such Document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such Document, model or item shall be placed thereon; and

2.1.5 that if the Buyer gives notice in writing to the Supplier at any time requiring the delivery to the Customer of any such Document, model or item as is mentioned in Paragraph 2.1.4, that Document, model or item (including all copies of or extracts therefrom) shall forthwith be delivered to the Buyer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.

3. Decision of the Buyer

- 3.1 The decision of the Buyer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of this Order Schedule 22 shall be final and conclusive.

4. Particulars of People

- 4.1 If and when directed by the Buyer, the Supplier shall furnish full particulars of all people who are at any time concerned with any Secret Matter.

5. Official Secrets Act

- 5.1 If and when directed by the Buyer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of the Order Contract.

6. Information concerning the Contract

- 6.1 If, at any time either before or after the expiry or termination of this Order Contract, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Order Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Buyer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.

7. Duty to observe obligations

- 7.1 The Supplier shall place every person employed by it, other than a Sub contractor, who in its opinion has or will have such knowledge of any Secret Matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that Secret Matter as are imposed on the Supplier by Paragraphs 1 and 2 and shall, if directed by the Buyer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any Secret Matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of this Order Schedule 22 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.

8. Sub-Contract Obligations

- 8.1 The Supplier shall, if directed by the Buyer, include in the Sub-Contract provisions in such terms as the Buyer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by this Order Schedule 22, but with such variations (if any) as the Buyer may consider necessary. Further the Supplier shall:
- 8.1.1 give such notices, directions, requirements and decisions to its Sub Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under this Order Schedule 22 into operation in such cases and to such extent as the Buyer may direct;
 - 8.1.2 if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of this Order Schedule 22, notify such breach forthwith to the Customer; and

8.1.3 if and when so required by the Buyer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Paragraph 11.

9. Information to the Buyer

- 9.1 The Supplier shall give the Buyer such information and particulars as the Buyer may from time to time require for the purposes of satisfying the Buyer that the obligations imposed by or under the foregoing provisions of this Order Schedule 22 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Buyer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Order Contract or in which there is or will be any item to be supplied under this Order Contract, and also to inspect any Document or item in any such premises or which is being made or used for the purposes of this Order Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.

10. Exclusion

- 10.1 Nothing in this Order Schedule 22 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.

11. Grounds for Termination

- 11.1 If the Buyer shall consider that any of the following events has occurred:
- 11.1.1 that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of this Order Schedule 22; or
 - 11.1.2 that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Buyer, or with any department or person acting on behalf of the Crown; or
 - 11.1.3 that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in Paragraph 11.1.4 information about a Secret Matter has been or is likely to be acquired by a person who, in the opinion of the Buyer, ought not to have such information;
 - 11.1.5 and shall also decide that the interests of the state require the termination of this Order Contract, the Buyer may by notice in writing terminate this Order Contract forthwith.

12. Buyer Decision to Terminate

- 12.1 A decision of the Buyer to terminate this Order Contract in accordance with the provisions of Paragraph 11 shall be final and conclusive and it shall not

be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Buyer's decision is based.

13. Supplier's notice

- 13.1 The Supplier may within five (5) Working Days of the termination of this Order Contract in accordance with the provisions of Paragraph 11, give the Buyer notice in writing requesting the Buyer to state whether the event upon which the Buyer's decision to terminate was based is an event mentioned in Paragraphs 11.1.1, 11.1.2 or 11.1.3 and to give particulars of that event; and
- 13.2 the Buyer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.

14. Matters pursuant to termination

- 14.1 The termination of this Order Contract pursuant to Paragraph 11 shall be without prejudice to any rights of either Party which shall have accrued before the date of such termination;
- 14.2 The Supplier shall be entitled to be paid for any work or thing done under this Order Contract and accepted but not paid for by the Buyer at the date of such termination either at the price which would have been payable under this Order Contract if the Order Contract had not been terminated, or at a reasonable price;
- 14.3 The Buyer may take over any work or thing done or made under this Order Contract (whether completed or not) and not accepted at the date of such termination which the Buyer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of this Order Schedule 22 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Buyer, deliver any work or thing taken over under this Paragraph 14.3, and take all such other steps as may be reasonably necessary to enable the Buyer to have the full benefit of any work or thing taken over under this Paragraph 14.3 ; and
- 14.4 Save as aforesaid, the Supplier shall not be entitled to any payment from the Buyer after the termination of this Order Contract.

15. Rights & Obligations after Termination

- 15.1 If, after notice of termination of this Order Contract pursuant to the provisions of Paragraph 11:
 - 15.1.1 the Buyer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Paragraph 13.1; or

15.1.2 the Buyer shall state in the statement and particulars detailed in Paragraph 13.2 that the event upon which the Buyer's decision to terminate this Order Contract was based is an event mentioned in Paragraph.11.1.3,

15.1.3 the respective rights and obligations of the Supplier and the Buyer shall be terminated in accordance with the following provisions:

- 15.2 the Buyer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Order Contract under the provisions of Paragraph 11 and properly provided by or supplied to the Supplier for the performance of this Order Contract, except such materials, bought-out parts and components and articles in course of manufacture as the Supplier shall, with the concurrence of the Buyer, elect to retain;
- 15.3 the Supplier shall prepare and deliver to the Buyer within an agreed period or in default of agreement within such period as the Buyer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Buyer and shall deliver such materials and items in accordance with the directions of the Buyer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;
- 15.4 the Buyer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Order Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Order Contract;
- 15.5 if hardship to the Supplier should arise from the operation of this Paragraph 15 it shall be open to the Supplier to refer the circumstances to the Buyer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Buyer on any matter arising out of this Paragraph 15.5 shall be final and conclusive; and
- 15.6 subject to the operation of Paragraphs 15.2, 15.3, 15.4, and 15.5 termination of this Order Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.