



Crown
Commercial
Service

Digital Outcomes & Specialists 5 (DoS 5) Framework (RM 1043.7)

Lot 1

Data Service and Analytics (DSA) Data Matching and Enrichment Services

Reference: C22287

Order Form and Schedules

Dated 1 December 2022

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Order Form

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: C22287 Ref 17476 Data Matching and Enrichment Service - Digital Marketplace
Call-Off Title: Data Matching and Enrichment Services
Call-Off Contract Description: Provision of Data Matching and Enrichment support services
The Buyer: The Secretary of State for the Home Department
Buyer Address: 2 Marsham Street London SW1P 4DF
The Supplier: Valcon Group UK
Supplier Address: 55 Loundon Road, St John's Wood, London, United Kingdom, NW8 0DL
Registration Number: [REDACTED]
DUNS Number: [REDACTED]
SID4GOV ID: TBC

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 01.12.2022.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1 from Framework Schedule 20 (Specification)]

Call-Off Incorporated Terms

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM1043.7
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 1. Joint Schedules for RM1043.7
 2. Joint Schedule 2 (Variation Form)
 3. Joint Schedule 3 (Insurance Requirements)
 4. Joint Schedule 4 (Commercially Sensitive Information)
 5. Joint Schedule 6 (Key Subcontractors]
 6. Joint Schedule 7 (Financial Difficulties)
 7. Joint Schedule 8 (Guarantee) **Not Used**
 8. Joint Schedule 10 (Rectification Plan)
 9. Joint Schedule 11 (Processing Data) RM1043.7
 10. Joint Schedule 12 (Supply Chain Visibility)

5. Call-Off Schedules for RM1043.7
 1. Call-Off Schedule 1 (Transparency Reports)
 2. Call-Off Schedule 2 (Staff Transfer)
 3. Call-Off Schedule 3 (Continuous Improvement)
 4. Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 5. Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 6. Call-Off Schedule 7 (Key Supplier Staff)
 7. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) **Not Used**
 8. Call-Off Schedule 9 (Security)
 9. Call-Off Schedule 10 (Exit Management)
 10. Call-Off Schedule 13 (Implementation Plan and Testing)
 11. Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 12. Call-Off Schedule 15 (Call-Off Contract Management)
 13. Call-Off Schedule 16 (Benchmarking) **Not Used**
 14. Call-Off Schedule 17 (MOD Terms) **Not Used**
 15. Call-Off Schedule 18 (Background Checks)
 16. Call-Off Schedule 19 (Scottish Law) **Not Used**
 17. Call-Off Schedule 20 (Call-Off Specification)
 18. Call-off Schedule 21 (Northern Ireland Law) **Not Used**
 19. Call-Off Schedule 25 (Ethical Walls Agreement) **Not Used**
 20. Call-Off Schedule 26 (Cyber Essentials Scheme) **Not Used**
6. CCS Core Terms (version 3.0.9)
7. Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
8. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

Call-Off Special Terms

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

Clauses

1. Open Book Data Definition

1.1 " the Supplier will complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all

assumptions relating to:

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:

i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;

ii) staff costs broken down into the number and grade/role of all

1.2 Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;

a) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and

b) Reimbursable Expenses, if allowed under the Order Form;

1.3 Overheads;

a) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;

b) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;

c) 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;

d) 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

e) the actual Costs profile for each Service Period;

2. Standards and Security

2.1 The Supplier will comply with the Buyer Security Policy consisting of

- *Security Incidents Policy*

- *Information Assurance Policy*

- *General Security Classification Guidance*

- *Government Security Classifications:*

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

- *General Data Protection Regulations:* <https://www.gov.uk/government/publications/guide-to-the-general-data-protection-regulation>

- *HMG Security Policy Framework:*

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf

2.2 The Supplier will comply with all Buyer architecture principles and standards required by the Buyer in the design of systems and provide artefacts in documents that can subsequently be edited by the Buyer (i.e., diagrams in EA Sparx, Visio or PowerPoint not fixed images in pdf or similar), with all documents published in EA Sparx or Confluence. <https://collaboration.homeoffice.gov.uk/display/HOA/Principles>

2.3 The Supplier will comply with GDS Service Standards. Link: <https://www.gov.uk/service-manual/service-standard>

2.4 The Supplier is expected to provide a fortnightly status report which includes but is not limited to: tasks completed over the last period, tasks to be completed for the following period, an explanation of why any scheduled task could not be completed where applicable, any new risks or issues etc

2.5 The Supplier will only permit Supplier Staff with the correct level of security clearance (The Buyer SC unless otherwise advised by the Buyer in writing) to have access to the data/systems

2.6 The Supplier will work collaboratively with other parts of the business, this may include other suppliers

2.7 To the extent that the Supplier Staff are made aware by the Buyer, the Supplier shall take account of any links or dependencies to other areas of Digital, Data and Technology

2.8 The Supplier will support the provision of editable documentation where required which must be stored in Buyer's tools such as JIRA, Confluence, Github and Sharepoint. In delivery of security architecture work, the Supplier will conform to requirements from Home Office GRA (Governance Risk & Assurance) and CSOC, as published on Governance, Risk & Compliance (GRC) (sharepoint.com). Further details available from HOcybersecurity@homeoffice.gov.uk

Call Off Schedule 6 – (Intellectual Property Rights and Additional Terms on Digital Deliverables)

Amend Clause reference error 3. IPR asset management to Clause 6 IPR asset management

Add a new Clause 7 below

7. Buyer Property

7.1 Any Buyer Property provided by the Buyer for the purposes of this Contract will remain the property of the Buyer and will be used by the Supplier and the Supplier Personnel only for the purpose of carrying out their obligations under this Contract. Such Buyer Property will be returned promptly to the Buyer on expiry or termination of this Contract.

7.2 The Supplier will ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the provision of the Services, in accordance with the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.

7.3 The Supplier will be liable to the Buyer for all loss of or damage to the Buyer Property

Call-Off Schedule 1

(other than deterioration resulting from normal and proper use) caused by the Supplier or any Supplier Personnel. Buyer Property supplied by the Buyer will be deemed to be in a good condition when received by the Supplier or relevant Supplier Personnel unless the Buyer is notified otherwise in writing within five (5) Working Days of receipt of such Buyer Property.

Call-Off Start Date: 01 Dec 2022
Call-Off Expiry Date: 30 Nov 2024
Call-Off Initial Period: 2 Years, 0 Months
Call-Off Optional Extension Period: 6 Month(s)
Minimum Notice Period for Extensions: 1 Month
Call-Off Contract Value: Up to a maximum of £7,000,000

Call-Off Deliverables

See detailed Data Matching and Service Requirements in Call-Off Schedule 20 (Call-Off Specification)
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Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Buyer's additional Standards – See Call Off Special Terms

Cyber Essentials Scheme – Not Applicable

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £3,500.000 Estimated Charges in the first 12 months of the Contract.

Call-Off Charges

1. The Charging method(s) Buyer has selected will be a combination of the above Charging methods below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):
 1. Capped Time and Materials (CTM)
 2. Incremental Fixed Price
 3. Time and Materials (T&M)
 4. Fixed Price

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

Reimbursable Expenses

The Supplier's day rates shall include all travel and accommodation costs associated with delivering services to/from the Location/s stated above.

Only if specifically requested by the Buyer to travel to/from a specific location will expenses be reimbursed (see expenses policy referenced by the Order Form)

Payment Method

BACS monthly in arrears

Buyer's Invoice Address

All invoices must be sent to the address below: -

Home Office Shared Service Centre
HO Box 5015
Newport, Gwent
NP20 9BB
United Kingdom
Tel: 08450 100125
Fax: 01633 581514
Email: HOSupplierInvoices@homeoffice.gov.uk

Buyer's Authorised Representative

Jeremy Bowland
Assistant Commercial and Contract Manager
07990 410907
Jeremy.bowland@homeoffice.gov.uk
2 Marsham Street,
London
SW1 4DF

Buyer's Environmental Policy – Not Applicable

Supplier's Authorised Representative

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

[REDACTED]
[REDACTED]
[REDACTED]

Progress Report Frequency - On the first Working Day of each calendar month

Progress Meeting Frequency -Quarterly on the first Working Day of each quarter]

Key Staff

[Repeat as necessary:

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

Key Subcontractor(s)

[Insert name (registered name if registered)]

Commercially Sensitive Information

Not applicable

Balanced Scorecard

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard) – See Schedule 14

Additional Insurances - Not applicable

Guarantee- Not applicable –

Social Value Commitment


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


Statement of Works

Call-Off Schedule 1

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:


Signature: 


Name: 

Role: 

Date: 

For and on behalf of the Buyer:

Signature: 

Name: 

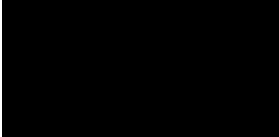
Role: DDAT DSA Commercial lead

Date: 15/12/2022

Appendix 1 -

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 chronology.]



STATEMENT OF WORK (“SOW”)**SERVICE REQUIREMENTS**

Upon execution, this Statement of Work (SOW) forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad hoc Deliverable requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

SOW Reference:	SOW XXX
SOW Title:	
SOW Version:	
SOW Status:	
Date of SOW:	
Call-Off Contract Reference:	
Variation Reference:	
TBA	
Supplier:	
SOW Start Date:	Click or tap to enter a date.
SOW End Date:	Click or tap to enter a date.
Duration of SOW:	
PO Reference Number (if known):	Click or tap here to enter text.

2. BUYER ENDORSEMENTS

Role	Name	Dated
Business (Programme)		Dd mmm yyyy
Business (Op. Cont. Mgr)		Dd mmm yyyy
Commercial		Dd mmm yyyy
Finance		Dd mmm yyyy
Legal (if needed)		Dd mmm yyyy
IR35 Sign-Off (if needed)		Dd mmm yyyy

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

Call-Off Ser- vices	Guidance: This section should state the Call-Off services which are specific to this Statement of Work.		
	Service	Primary	C
	DevOps Services	<input type="checkbox"/>	
	Digital Definition Services	<input type="checkbox"/>	
	Build and Transition Services	<input type="checkbox"/>	
	End-to-End Development Services	<input type="checkbox"/>	
	Data Management (and similar Services)	<input type="checkbox"/>	
SOW Back- ground	Guidance: This must clearly define the context of the SOW within the context of the overall Call-Off		

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT			
Delivery phase(s)	Guidance: Choose the appropriate phase/phases. If not listed use Other and overwrite appropriately]		
	<input type="checkbox"/> Discovery	<input type="checkbox"/> Alpha	<input type="checkbox"/> Private Beta
	<input type="checkbox"/> Live	<input type="checkbox"/> Retirement	<input type="checkbox"/> Add as needed
Overview of Requirement	Guidance: This section should provide an overview of the requirement]		
Accountability Models	Guidance: Please tick the single Accountability Model that will be used under this Statement of Work The following accountability model will apply to this Statement of Work (note that Rainbow Team includes any multiparty team – including Buyer and single Supplier):		
	Sole Accountability	<input type="checkbox"/> Self Directed Team	<input type="checkbox"/> Rainbow Team
Location/s	The Services outlined within this SOW will be delivered to/from:		
	Location	To	
	Lunar House, Croydon, Surrey, CR9 2BY	<input type="checkbox"/>	
	Bedfont Lakes, 6 New Square, Feltham, TW14 8HA	<input type="checkbox"/>	
	Alternate/Offsite working locations as applicable*	<input type="checkbox"/>	
	Supplier's own premises	<input type="checkbox"/>	
	Remote (home) working	<input type="checkbox"/>	
	Offshore roles may be permitted under this Statement of Work		

4. HIGH LEVEL INDICATIVE HMRC IR35 DETERMINATION

(Note that this is indicative. A full Home Office determination will still be needed)

No	IR35 Requirements	Mark
1.	The Buyer requests named individuals for the role/s and will not accept substitutes for the key individual/s;	<input type="checkbox"/>
2.	The individual/s and or role/s will not be working to pre-agreed deliverable/increment milestones/service level agreements. e.g. they will be directed as part of an integrated Buyer or Buyer appointed team (Rainbow team)	<input type="checkbox"/>
3.	The Buyer requires flexibility to quickly redeploy the individual/s and/or role/s for purposes other than agreed outcomes as priorities change;	<input type="checkbox"/>
4.	The individual/s and/or role/s is/are being paid on a time and materials basis and will not be liable for any financial risk to rectify/complete any agreed deliverables within the pre-agreed price;	<input type="checkbox"/>
5.	The individual/s and/or role/s will be required to manage resources (governance, financial, systems, or people) within the Buyer's organisation or for organisations other than their own (e.g. an officer of the company); and/or	<input type="checkbox"/>
6.	Other than mandatory training, the individual/s and/or role/s will require training by the Buyer in order to enable them to carry out their role/s.	<input type="checkbox"/>

For the purposes of HMRC IR35, for the individual/s and/or role/s covered by this determination (*strike out A, B, or C as appropriate*):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35** based on the checked criteria identified above (inside if any have been checked). As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

B. None of the above criteria have been checked and the work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s, from the perspective of the Buyer, are therefore **clearly fully outside the scope of HMRC IR35**

C. None of the criteria has been checked, but there is a degree of uncertainty and therefore a full HMRC CEST determination certificate is attached for each individual.

1. The full HMRC CEST certificate states that the individual/s and/or role/s are **unambiguously outside the scope of HMRC IR35**.

2. The full HMRC CEST determination is indeterminate or inside IR35 and the individual/s and/or role/s is/are considered to be **within the scope of HMRC IR35**. Such individual/s are required to pay full PAYE/NI contributions via appropriate employment / umbrella cover. Individuals will not have a material share holding-

5. BUYER REQUIREMENTS – SOW DELIVERABLES

Guidance: An Increment Definition template has been provided as a means of capturing the necessary level of detail for a supplier to start work on Statements of Work. The SOW template includes acceptance criteria and an acceptance sign off process following successful delivery.

If the Supplier is solely accountable for the SOW Deliverables that are priced on a Fixed Price basis, then the Increment Definition should be included for every milestone listed below.

*If the Supplier is to operate under a Self-Directed Team (typically Incremental Fixed Price) model then, **prior** to the milestone being executed an Increment Definition must also be completed to provide an audit path for IR35 purposes].*

The SOW must be self-explanatory less technical for the purpose of business and commercial governance processes.

Terms of the SOW

This SOW is designed with “agile” in mind. There is an expectation that the detailed contents of the SOW maybe refined over the course of its duration.

Guidance: For example, the detailed content of the ‘alpha’ is likely to require updating to reflect ‘discovery’, and the specifics of the ‘private beta’ the outcome of both discovery and the alpha. However, as far as is practical at point of implementing the SOW, the deliverables and acceptance criteria have been sufficiently included to reflect quality expectations.

It should be noted that a principle of evidence-based sign-off applies to this SOW. Increments/Milestones will not be signed off without evidence of deliverables having been “completed”.

The column Increment Included refers to the details contained in a milestone specific Increment Definition (see SOW Increments template in Annex 1).

The term **Increment** broadly relates to a “milestone” (but without the same emphasis on timing) or, if development a “feature”. (It is an agile definition and relates to the additional deliverable element rather than the sum total of the product to date)

Where no increment is yet defined, it MUST BE COMPLETED prior to commencing work on that increment.

5. BUYER REQUIREMENTS – SOW DELIVERABLES

The column **Key Date** indicates if the **Due date** is on the critical path which may have a commercial impact if not specifically met. Other dates are indicative and may change subject to prioritisation and future refinement.

Note: Under (incremental) fixed price arrangements payment will not be made until that milestone is completed successfully.

With the exception of dates in the last month (which are a week earlier to allow time for consolidated close out activities in the previous week of the month) **Due dates** are consciously set to the last Friday in a calendar month in which they are planned to be delivered.

For consistency **one (1) Story Point** should equate to approximately **20 person days** of effort. (**T-Shirt equivalents: Small <= 3 Story Points, Medium 5 to 13, Large >= 20**)

Note It is anticipated that Increments / Milestones be refined over the duration of the SOW (this includes deleting, replacing, resizing etc) and the Product Backlog will capture an audit path of this agile refinement process.

Milestone Ref	Milestone/Increment/Feature Description	Story Points	Increment?.	Due date	Key Date
			<input type="checkbox"/>	dd-mmm-yy	<input type="checkbox"/>
			<input checked="" type="checkbox"/>	dd-mmm-yy	<input type="checkbox"/>
Copy and Paste (Insert as a New Row) from above as required					

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS

Delivery Plan

SOW Specific Transition and/or Implementation Plan Details

Guidance: *If there are specific transition and/or implementation plans which relate to this specific SOW that are not detailed elsewhere within the overriding Call Off Contract*

Whilst any transition / implementation plans contained here are specific to this SOW Transition / Implementation Plan terms will apply (for example requirements regarding mobilisation) as set out in the Call Off Contract .

Dependencies

[Guidance: *Generic Dependencies may be listed here. However, specific Dependencies must be listed within the Increment Definition. Each dependency must be described clearly. The Activity (if activity based) must reference prior activity/ies on which the Dependency is and the Party (if based on another party) and to which Party the Dependency resides. Wherever possible, generic dependencies which become specific to a Deliverable Increment must be resolved prior to commencing work on that Increment. Dependencies should not group, multiple individual dependencies*

Each Increment specifically highlights dependencies based on the flow of Deliverables throughout the life of the Statement of Work.

Note that the Supplier is required to pro-actively manage Dependencies and, if input is needed from the Buyer or other Third Parties, the Supplier will provide reasonable notice in advance of that input being required (unless otherwise agreed, no less than 5 working days). The Supplier is obliged to inform the Buyer, **in advance**, if the Supplier is struggling to facilitate such inputs in a timely manner. Post notification of such issues without evidence of this proactive approach will not be cited a reason for a Supplier failing to meet its obligations.

Dependency	Activity	Party
Appropriate Engagement	Facilitating meetings / workshops with the Business	Programme
Appropriate Engagement	Participate in requested meetings / workshops	Business
Appropriate Engagement	Available for meeting preparation and follow-up	Business

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS

Assumptions

[Guidance: Only Assumptions which have a commercial impact should be listed here.

It is not acceptable to list an Assumption unless it is accompanied by a impact statement. Resourcing comments must be provided in a Resource Plan, detailing timing topics under the Delivery Plan and include relevant dependencies and any other relevant information.

It is specifically only those Assumptions which have an impact on Key Dates, or have a major potential impact on scope or material impact on costs that should be listed below.

Assumption	Commercial Impact

Responsibility Matrix

[Guidance: If delivered by a Rainbow Team, the SOW must include delivery by the team as a whole.

This section must be used to clearly articulate the core accountabilities and responsibilities of the Supplier, the Buyer and any other Third Parties.

It is recommended you use the traditional R(esponsible), A(ccountable), (C)onsult, (I)nform model.]

Activity (Responsible, Accountable, Consult, Inform)	Customer	Buyer	Supplier

Key Sub-Contractors

[Guidance: This section must include any SOW specific key sub-contractors and their role/s

Subcontractors	Roles

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS

Who the Supplier will work with (report to)

[Guidance: *This section captures the day-to-day reporting lines. This compares with the RACI Responsibility Matrix which describes scope split and Governance, which describes the process for approving things]*

Provide details on the Buyer manager the Supplier primarily will report to

Engagement with the Buyer / Governance

- The Parties acknowledge that this is an outcome based deliverable and that, subject to the Dependencies and Assumptions set out herein, the Supplier is solely accountable for delivery against the agreed increment plan.
- The Supplier will provide MI reporting to the Buyer's Contract Manager and Product Manager regarding progress on Service Deliverables.
- The Supplier may be required to organise and attend meetings, or be available for discussion, either remotely, or on-site during normal working hours.
- The Supplier will work with the Buyer's Product Manager to relay work stream priorities.
- The Supplier will support stakeholder engagement as part of the provision of its Services which may include liaising with other parts of the Digital Services & Analytics (DSA) team and/or partners / third parties to enable the services to be managed and communicated effectively.

[Guidance: If there is specific engagement / governance arrangement they must be set out in this section

The following diagram illustrates how the activities under this Statement of Work link to the wider governance landscape:

Key Roles and Key Staff (Buyer)

[Guidance: *A list of any Key Roles and Key Buyer Staff should be included below]*

Key Role	Key Staff Name (email)
Call-Off Contract Manager	
Operational Contract Manager	
Product Manager	
Product Owner	

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS**Key Roles and Key Staff (Supplier)**

[Guidance: *A list of any Key Roles and Key Supplier Staff should be included below]*

Key Roles	Name of Key Staff
Account Director etc	

Security Applicable to SOW

[Guidance: *if security requirements require amendment for this Statement of Work the*

operational team must consult with Buyer Authorised Representative

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with the Buyer requirements and/or as specifically amended below.

Note Buyer Security Clearance (SC) is required prior to accessing any Buyer systems. The Supplier should allow at least **10 days** for validation of any other Government (or lapsed more than 12 months clearance or **30 days** for any new clearance or otherwise stated by the Buyer governance. Only with explicit Buyer agreement, the Supplier may start mobilisation, familiarisation and some work which doesn't require access to Buyer systems until Security Clearance is achieved

Additional Requirements to be listed here

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS

Supplier and/or 3rd Party Intellectual Property

[Guidance: *It is not anticipated that Supplier Existing and/or Third Party IPRs will form part of Statement of Work Deliverables. However, the Parties may agree to the use of Supplier Existing and/or Third Party IPR in the Deliverables. Under the terms of the Call Off Contract should license terms linked to the use of such IPR used as part of the Statement of Work Deliverables must be agreed in advance and reflected in this section]*

The Supplier will not make available or provide any Supplier Background IPRs or Third Party IPRs as part of the Deliverables unless otherwise agreed with the Buyer :

One or more Deliverables under this Statement of Work will contain Supplier Background and/or Third Party IPR and this will be provided under the terms referenced below
--

The specific IPR (and associated licence terms) are detailed in:	
--	--

[Guidance: <i>applicable licence terms should be attached as an appendix to this Statement of Work]</i>
None identified at time of writing of this SOW

Processing Data

Unless explicitly noted in this section the SOW will be covered by the Data Processing arrangements set out in the Call Off Contract.

[Guidance: *In the event of an exception then a SOW specific version of the requirements should be developed, endorsed via data governance and agreed by the Parties]*

This Statement of Work requires specific Data Processing arrangements

The specific data arrangements are held in the document entitled:	
---	--

Not applicable to this SOW

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS**Standards Applicable to SOW**

[Guidance: *Prior consultation is required with the Buyer if any specific Standards are required for this Statement of Work and if a published standard, an addition to the title, then a link must be provided]*

From the Start Date of this SOW, the Supplier will comply with the relevant Standards as set out in the Call Off Contract at the commencement of this SOW.

Additionally, the Buyer may require the Supplier to comply with the following additional Standards requirements for this Statement of Work:

Standard	Version	Dated
Government Service Manual	Live	25-Jul-22
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter date.

Contract Management Requirements

Except as specifically noted and/or supplemented below, the SOW information contained in the Specification will apply.

This Statement of Work has specific SOW Requirements has specific Specification requirements as detailed below.

1	Click or tap here to enter text.
2	Click or tap here to enter text.

7. RESOURCE PROFILE

Organisation

[Guidance: *If available, the organisational structure to deliver this SOW will be set out below]*

Resource Plan

The resource plan set out in the Pricing Model for this SOW will only be amended if agreed between the Buyer

[Guidance: *If there points which affect resourcing they should be listed in the section below]*

Click or tap here to enter text.

8. CHARGES				
Call-Off Contract Charges				
The Call Off Contract Charges and charging method apply to this SOW are as set out below:				
Capped Time and Materials	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Incremental Fixed Price
The maximum value of this SOW (irrespective of the selected charging method) is as detailed in the Price model and associated Resource Plan The Charges detailed in the Price model for this SOW will be invoiced in accordance with the Call Off Contract Charges.				
Payment for Delivery				
<p>For Fixed Price and/or Incremental Fixed Price milestones/increments (outside IR35), the Supplier will invoice only for completed approved Increments monthly in arrears. The Supplier will not invoice for partially completed Increments.</p> <p>In the event there is a single increment for the SOW, for example a completed private beta, it is anticipated that, leading up to final delivery, increments may be agreed to be invoiced by the Supplier by the Buyer which will be product/feature based – not time based (e.g., payment by completed sprint).</p> <p>For time and materials-based Increments, the Supplier will be required to evidence delivery (and should still follow the above principles) and payment will based on time booked.</p>				
Financial Model				
Please see the related pricing model for details of SOW charges				
Reimbursable Expenses				
<p>The Supplier's day rates will include all travel and accommodation costs associated with delivering services to/from the Location/s as stated above.</p> <p>Only if specifically requested by the Buyer to travel to/from a specific location will expenses be reimbursed</p>				
Buyer's Right to Pause/Cancel Delivery (Partially or in Total)				
The Buyer reserves the right to scale up or down the resource profile and will provide the Supplier with a minimum (insert number) weeks notice. This SOW is written with agile flexibility in mind.				

8. CHARGES

The Buyer therefore reserves the right to pause and/or cancel, either partially or in total, work on deliverables contained for this SOW by giving 14 days' notice (or to the nearest whole sprint whichever is the longer [Sprints in this context are assumed to be 2 weeks]). This approach is also relevant to fixed price arrangements.

Resources will be able to be re-deployed by the Supplier onto other Buyer activities if required. Therefore, by signing this Statement of Work the Supplier acknowledges the risk and cessation associated relating to this Statement of Work if required.

9. VARIATIONS TO TERMS

[Guidance: Only in exceptional circumstances will SOW specific variations to the Call Off Terms be permitted subject to Buyer approval. In the event such Variation is required it will be subject to a formal Contract Change Note being implemented and signed by both Parties

Contract Schedule	Clause	Variation
		None

SIGNATURES AND APPROVALS	
BY SIGNING this SOW, the Parties agree to be bound by the terms and conditions set out herein:	

For and on behalf of the Supplier:	
Name and title	
Signature and date	

For and on behalf of the Buyer:	
Name and title	
Signature and date	

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

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

Annex 1 SOW Increments for (Contract Identifier)

Increment Ref:	SOWnn-MSnn	Increment Title:	Increment Title
----------------	------------	------------------	-----------------

SOW Information			
Contract Ref:	Cnnnnn	Contract Title:	Contract Title
SOW Ref:	SOWnn	SOW Title:	SOW Title
Other Refs:	e.g. EPIC number/s	Other Refs 2:	other references, e.g. Story Number/s
Supplier Ref:	Click or tap here to enter text.	Supplier Name:	TBD
Created On:	dd-mmm-yy	Created By:	Author
Version No:	0.1	Version Comment:	First Draft

Additional Information			
Duration	5 weeks	Story Points	½ point/s
Outcomes?	<input checked="" type="checkbox"/>	IR35 Reference:	Click or tap here to enter text.
VAT Recoverable	<input checked="" type="checkbox"/>	Cost Centre/s	Click or tap here to enter text.

Activities – Key Dates, Effort, Costs Planned and Actual						
	Start Date	End Date (Time Related)	WorkingDays	Net Cost (must complete if fixed)	Fixed	Comment
Planned :	dd-mmm-yy	dd-mmm-yy	tba	£000,000	<input type="checkbox"/>	Click or tap here to enter text.
Actual:	dd-mmm-yy	dd-mmm-yy	tba	£000,000		To be completed at end

Signatures and Agreement Date				
	Name	Position	Date	Signature
Buyer	Name	Click or tap here to enter text.	dd/mm/yy	Sign here
Supplier	Name	Position	dd/mm/yy	Sign here

Introduction / Overview
[Guidance: Summarise below the requirements and outcomes of the Increment for this SOW as set out below

Introduction / Overview
<p><i>What tasks are needed, the timing of the tasks (within the context of externally driven timescales), how tasks will be allocated to self-directed team members (if a team)</i></p> <p>Assignable -how much effort will be needed from an individual / team accountability responsible for completing the work.</p> <p>Specific - The increment must be sufficiently well defined to allow the individual / team to deliver the Increment without external direction. The increment maybe underpinned by a detailed estimate of the roles, effort and costs – with risk provision estimated by the individual / team believed to be necessary to deliver the Increment</p>

Deliverables				
Phase	No	Type	Description	Done
1	1	Minor Mod	Deliverable name	<input type="checkbox"/>
2	2	New Doc	<input type="checkbox"/>
Copy and Paste additional rows if required				

No	Increment Specific Dependencies
1.	Dependency 1
2.	Dependency 2
Insert additional rows if required	

Acceptance Criteria and Certificate:

Acceptance Criteria or Agreed Service Levels (Measurable)				
Phase	No	Criteria	Done	References Notes
1.	1.	Acceptance criteria 1	<input type="checkbox"/>	Note Refs
<i>Insert additional rows if required</i> <i>(Note: - it is expected no more than 6 acceptance criteria for a single increment)</i>				

Current Status			
Status Date	Status	RAG	Comment
dd-mmm-yy	Not Started	Green	Comment about the status (if useful for progress reporting)
dd-mmm-yy			Click or tap here to enter text.
dd-mmm-yy			Click or tap here to enter text.
<i>Insert additional rows if required</i>			

Notes (from above)		
No	Note description	Agreed
1.	<i>[Guidance: Enter any notes here, e.g. reason Acceptance cannot be completed if outside the Supplier / Individual/Teams control, or alternative/additional activities have taken place. For an outcome based Increment, there should not be many of the latter since ongoing changes to what is delivered suggests the Increment is being directed by someone else]</i> Click or tap here to enter text.	<input type="checkbox"/>
2.	Click or tap here to enter text.	<input type="checkbox"/>
3.	Click or tap here to enter text.	<input type="checkbox"/>
4.	Click or tap here to enter text.	<input type="checkbox"/>
5.	Click or tap here to enter text.	<input type="checkbox"/>
<i>Copy and Insert Paste Rows</i>		

Outstanding Actions / Tasks to be done in order for Increment to be completed					
No	Outstanding Action / Task	Target Date (if applicable)	Days / Cost Breakdown (if applicable)	Free of Charge	Done
1.	<i>[Guidance: Enter what still needs to be done in order for the Increment to be signed off – if outcome based, these actions should be Free of Charge]</i> Click or tap here to enter text.	dd-mmm-yy	days or cost	<input type="checkbox"/>	<input type="checkbox"/>
2.	Click or tap here to enter text.	dd-mmm-yy	£0	<input type="checkbox"/>	<input type="checkbox"/>
3.	Click or tap here to enter text.	dd-mmm-yy	£0	<input type="checkbox"/>	<input type="checkbox"/>
4.	Click or tap here to enter text.	dd-mmm-yy	£0	<input type="checkbox"/>	<input type="checkbox"/>
5.	Click or tap here to enter text.	dd-mmm-yy	£0	<input type="checkbox"/>	<input type="checkbox"/>
<i>Copy and Insert Paste Rows</i>					

Concluding Comments if applicable
Enter any closing remarks here

Annex 1

Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

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> <ol style="list-style-type: none"> 1. Data within the BUYER's Poise network, AWS and Azure environments, this may include, but not limited to, data related to nominated BUYER Staff (including volunteers, agents, and temporary workers), customers/ clients, citizens, suppliers, users etc: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ol style="list-style-type: none"> 2. Data provided by the supplier on any Subcontractors engaged in the delivery of this contract. 3. Reports or information provided by the supplier in the delivery of this contract. <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ol style="list-style-type: none"> 4. Business contact details of Supplier Personnel, 5. Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract.

Duration of the Processing	The Processing of Personal Data within the BUYER's Poise network, AWS and Azure environments by the Supplier shall be within the Contract period as stated in the Order Form
Nature and purposes of the Processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.</p>
Type of Personal Data	Examples of Personal Data within the BUYER's Poise network, AWS and Azure environments may include, but not limited to, data related to nominated BUYER Staff (including volunteers, agents, and temporary workers), customers/ clients, citizens, suppliers, users etc: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc
Categories of Data Subject	BUYER Staff (including volunteers, agents and temporary workers), customers/clients, suppliers, citizens, users of various BUYER services.
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	The Supplier shall return and delete or destroy all such Personal Data and information accessed and Processed by the expiration of the Contract.

Digital Outcomes and Specialists 5 (RM1043.7)

Call-Off Schedules

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1. Project Management.....	Error! Bookmark not defined.
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Call-Off Schedule 1 (Transparency Reports)

1. Transparency Reports

- a. 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.
- b. Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- c. 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.
- d. 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 metrics]	[]	[]	Monthly
[Call-Off Contract Charges]	[]	[]	Monthly
[Key Subcontractors and supply chain governance]	[]	[]	NA
[Technical]	[]	[]	NA
[Performance and underperformance management]	[]	[]	Monthly
[Resource plans]	[]	[]	By each SOW

[Guidance note:

Per PPN 01/17 the following types of information are to be included in the Transparency Reports:

1. contract prices and any incentivisation mechanisms in the contract
2. performance metrics
3. plans for management of underperformance
4. governance arrangements, including those for supply chains where significant contract value rests with subcontractors
5. resource plans
6. service improvement plans
7. frequency of information release.]

Call-Off Schedule 2 (Staff Transfer)

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.
If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

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

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

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

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

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

1. Definitions

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

Term	Definition
Employee Liability	<p>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:</p> <ol style="list-style-type: none"> 1. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; 2. unfair, wrongful or constructive dismissal compensation; 3. 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; 4. compensation for less favourable treatment of part-time workers or fixed term employees; 5. 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

Call-Off Schedule 2 (Staff Transfer)

	<p>would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;</p> <p>6. claims whether in tort, contract or statute or otherwise;</p> <p>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;</p>
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 Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
Partial Termination	the partial termination of the relevant Contract to the extent that it relates to the provision of any Part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
Relevant Transfer	a transfer of employment to which the Employment Regulations applies;
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
Supplier's Final Supplier Personnel List	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
Supplier's Provisional Supplier Personnel List	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant Part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
Staffing Information	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ol style="list-style-type: none"> 1. their ages, dates of commencement of employment or engagement, gender and place of work; 2. details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; 3. the identity of the employer or relevant contracting Party; 4. their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy

	<p>payments;</p> <ol style="list-style-type: none"> 5. their wages, salaries, bonuses and profit sharing arrangements as applicable; 6. 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; 7. any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); 8. details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; 9. 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 10. 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; and
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.

11. 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 Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

12. Which parts of this Schedule apply

Only the:

1. parts of this Schedule identified in the Order Form shall apply to this Call-Off Contract; or
2. following parts of this Schedule shall apply to this Call-Off Contract:

Call-Off Schedule 2 (Staff Transfer)

Part A: Staff Transfer at the Start Date Outsourcing from the Buyer

1. What is a relevant transfer

1. The Buyer and the Supplier agree that:
 1. the commencement of the provision of the Services or of each relevant Part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
 2. as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Buyer Employee.
 3. The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities the Buyer must give

1. Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.
2. The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
3. Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then -
 1. the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

2. the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
3. if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
4. if after the period referred to in Paragraph 2.3.2 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 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph 2.3.

4. The indemnity in Paragraph 2.3 shall not apply to any claim:
 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 any Subcontractor; or
 2. any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure.
5. The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.
6. If the Supplier and/or any Subcontractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

1. Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Subcontractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.
2. The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including,

without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.

3. The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

4. Information the Supplier must provide

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

1. The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
2. The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
3. Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

1. The Supplier shall comply with:
 1. all statutory pension obligations in respect of all Transferring Buyer Employees; and
 2. the provisions in Part D: Pensions.

Part B: Staff transfer at the Start Date

Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer

1. The Buyer and the Supplier agree that:
 1. the commencement of the provision of the Services or of any relevant Part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
 2. as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.
2. The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

1. Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
2. The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
3. Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Subcontractor pursuant to the Employment Regulations then:
 1. the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;

2. the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
3. if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
4. if after the period referred to in Paragraph 2.3.2 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 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in paragraph 2.3.

4. The indemnity in Paragraph 2.3 shall not apply to any claim:
 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, arising as a result of any alleged act or omission of the Supplier and/or any Subcontractor; or
 2. that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure.
5. The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.
6. If the Supplier and/or any Subcontractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

1. Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.
2. The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or

having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3. The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

The Supplier shall promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

1. The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
2. Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B 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's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

1. The Supplier shall comply with:
 1. all statutory pension obligations in respect of all Transferring Former Supplier Employees; and
 2. the provisions in Part D: Pensions.

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

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.
2. Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
 1. the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 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;
 3. if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 4. if after the period referred to in paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

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

1. the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
2. the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
 1. The indemnities in Paragraph 1.2 shall not apply to any claim:
 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 Subcontractor; or
 2. any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure

2. The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
3. If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor 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 Subcontractor.

3. 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:

Term	Definition
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	<ol style="list-style-type: none"> 1. 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 2. 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>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> <ol style="list-style-type: none"> 1. Transferring Buyer Employees; and/or 2. Transferring Former Supplier Employees; and/or 3. 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 Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C; 4. where the Former Supplier becomes the Supplier those employees; <p>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;</p>
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;
NHSPA	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:

	<ol style="list-style-type: none"> 1. any amendments to that document immediately prior to the Relevant Transfer Date; and 2. 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.

3. Supplier obligations to participate in the pension schemes

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. 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.
3. The Supplier undertakes:
 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. 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.

4. Supplier obligation to provide information

1. The Supplier undertakes to the Buyer:
 1. to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
 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).

5. Indemnities the Supplier must give

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 Subcontractor 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.

2. The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Subcontractor 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 Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
 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
 2. arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
3. The indemnities in this Part D and its Annexes:
 1. shall survive termination of this Contract; and
 2. shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

6. What happens if there is a dispute

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:
 1. who will act as an expert and not as an arbitrator;
 2. whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
 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.

7. Other people's rights

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.
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 Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

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

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:
 1. commits an irremediable breach of any provision or obligation it has under this Part D; or
 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.

9. Transferring New Fair Deal Employees

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 Subcontractor shall:
 1. consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
 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.

10. 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.

11. Broadly Comparable Pension Schemes

1. If either:
 1. the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or
 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 Subcontractors, 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 Subcontractors

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.

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 Subcontractors shall):
 1. supply to the Buyer details of its (or its Subcontractor'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;
 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;
 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;
 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 Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated;
 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 Subcontractor

(as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier; and

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):

Term	Definition
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; and
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; [Delete after 30 September 2018: the Designated Stakeholder Pension Scheme which is scheduled to close to new members in September 2018] and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

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. 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.

1. Definitions

1. In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

Term	Definition
Administering Authority	in relation to the Fund [insert name] , the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
Fund Actuary	the actuary to a Fund appointed by the Administering Authority of that Fund;

Fund	[insert name] , a pension fund within the LGPS;
LGPS	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
LGPS Admission Agreement	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
LGPS Admission Body	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
LGPS Eligible Employees	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and
LGPS Regulations	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier must become a LGPS admission body

1. Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
2. The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.
3. The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.
4. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the

Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Subcontractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

5. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

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Part E: Staff Transfer on Exit

Obligations before a Staff Transfer

1. Obligations before a Staff Transfer

1. The Supplier agrees that within 20 Working Days of the earliest of:
 1. receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 2. receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 3. the date which is 12 Months before the end of the Term; and
 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.

2. At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
3. The Buyer shall be permitted to use and disclose information provided by the Supplier under paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
4. The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
5. From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not 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):
 1. 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

2. 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);
3. 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;
4. 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;
5. 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);
6. 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;
7. 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 Subcontractor;
8. give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor 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 Subcontractor in respect of persons expected to be Transferring Supplier Employees;
9. 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;
10. promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier

- Personnel List regardless of when such notice takes effect;
11. not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
 12. not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 13. fully fund any Broadly Comparable pension schemes set up by the Supplier;
 14. 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 Subcontractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 15. 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
 16. 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 Subcontractor in the provision of the Services on the expiry or termination of this Contract.
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. the numbers of employees engaged in providing the Services;
 2. the percentage of time spent by each employee engaged in providing the Services;
 3. the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 4. a description of the nature of the work undertaken by each employee by location.

7. The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer 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 Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 1. the most recent month's copy pay slip data;
 2. details of cumulative pay for tax and pension purposes;
 3. details of cumulative tax paid;
 4. tax code;
 5. details of any voluntary deductions from pay; and
 6. bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

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.

2. 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 disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
3. 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).
4. Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
5. 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 Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date.
6. 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 Subcontractor pursuant to the Employment Regulations then.
 1. the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 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 Subcontractor;
 3. if such offer of employment is accepted, the Replacement Supplier and/or Replacement

Subcontractor shall immediately release the person from its employment;

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 Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

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

7. The indemnity in Paragraph 2.5 shall not apply to:
 1. 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 Subcontractor, or
 2. any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
8. The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
9. If at any point the Replacement Supplier and/or Replacement Sub-contract 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.
10. The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
11. 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 Subcontractor and its Subcontractors 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 Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

12. 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 Subcontractor (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).

1. Call-Off Schedule 3 (Continuous Improvement)

3. Buyer's Rights

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

4. Supplier's Obligations

1. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
2. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
3. In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 1. identifying the emergence of relevant new and evolving technologies;
 2. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
4. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

Call-Off Schedule 3 (Continuous Improvement)

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

Call-Off Schedule 4 (Call Off Tender)



Call-Off Schedule 5 (Pricing Details and Expenses Policy)

1. Call-Off Contract Charges

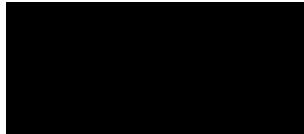
1. The Supplier shall provide:
 1. as part of the Further Competition Procedure, its pricing for the Deliverables in accordance with the Buyer's Statement of Requirements.
 2. for each individual Statement of Work (SOW), the applicable Charges, calculated in accordance with the charging methods detailed in the Order Form and using all of the following:
 1. the agreed rates for Supplier Staff and/or facilities (which are exclusive of any applicable expenses and VAT) incorporated into the Call-Off Contract;
 2. the number of Work Days, or pro rata for every part of a Work Day (see Paragraph 1.2 of Framework Schedule 3 (Framework Pricing)), that Supplier Staff and/or facilities will be required to provide the Deliverables and to meet the tasks sets out in the SOW between the SOW Start Date and SOW End Date; and
 3. except in the case of Lot 3 (User Research Studios), a contingency margin of up to 20% of the SOW value ("**Contingency Margin**") applied to the sum calculated on the basis of (a) and (b), to accommodate any changes to the SOW Deliverables during the SOW Start Date and SOW End Date. The Supplier must (i) explain the reasons for its proposed use of, and (ii) obtain the Buyer's Approval before applying, any amount of the Contingency Margin.
1. Further to Paragraph 1.5 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):

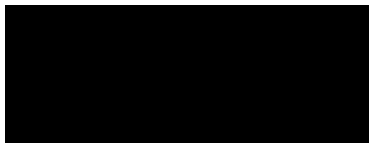
1. a role description of each member of the Supplier Staff;
2. a facilities description (if applicable);
3. the agreed day rate for each Supplier Staff;
4. any expenses charged for each Work Day for each Supplier Staff, which must be in accordance with the Buyer's expenses policy (if applicable);
5. 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
6. the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.
 1. If a Capped or Fixed Price has been agreed for a particular SOW:

Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

1. 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
2. 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. 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.



The Cost of each SOW will be based on the Supplier rates and discounts detailed in the attached



Annex 1 (Expenses Policy)

The Supplier's day rates shall include all travel and accommodation costs associated with delivering services to/from the Location/s stated above.

Only if specifically requested by the Buyer to travel to/from a specific location will expenses be reimbursed (see expenses policy referenced by the Order Form)

Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

1. Definitions

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

Term	Definition
Buyer Property	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
Buyer Software	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
Buyer System	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
Commercial off the shelf Software or COTS Software	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
Defect	<p>any of the following:</p> <ol style="list-style-type: none"> 1. any error, damage or defect in the manufacturing of a Deliverable; or 2. any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or 3. any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or 4. any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the

Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

	performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
Emergency Maintenance	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
ICT Environment	the Buyer System and the Supplier System;
Licensed Software	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
Maintenance Schedule	has the meaning given to it in paragraph 8 of this Schedule;
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
New Release	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
Open Source Software	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
Operating Environment	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ol style="list-style-type: none"> 1. the Deliverables are (or are to be) provided; or 2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or 3. where any part of the Supplier System is situated;
Permitted Maintenance	has the meaning given to it in paragraph 8.2 of this Schedule;
Quality Plans	has the meaning given to it in paragraph 6.1 of this Schedule;
Sites	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
Software	Specially Written Software COTS Software and non-COTS Supplier and third party Software;

Software Supporting Materials	has the meaning given to it in paragraph 9.1 of this Schedule;
Source Code	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
Specially Written Software	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and
Supplier System	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

2. When this Schedule should be used

1. This Schedule is designed to provide additional provisions on Intellectual Property Rights for the Digital Deliverables.

3. Buyer due diligence requirements

2. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
 1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 2. operating processes and procedures and the working methods of the Buyer;
 3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 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. The Supplier confirms that it has advised the Buyer in writing of:
 1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 2. the actions needed to remedy each such unsuitable aspect; and
 3. a timetable for and the costs of those actions.
4. The Supplier undertakes:

1. and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in each Statement of Work; and
2. to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

4. Licensed software warranty

1. The Supplier represents and warrants that:
 1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
 2. all components of the Specially Written Software shall:
 1. be free from material design and programming errors;
 2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
 3. not infringe any IPR.

5. Provision of ICT Services

1. The Supplier shall:
 1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
 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;
 3. ensure that the Supplier System will be free of all encumbrances;
 4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
 5. 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

1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
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.
3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
 1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 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
 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

1. The Supplier shall allow any auditor access to the Supplier premises to:
 1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
 2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 3. review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Intellectual Property Rights

1. **Assignments granted by the Supplier: Specially Written Software**

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:
 1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
 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"**).
2. The Supplier shall:
 1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
 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

3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
- 4 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.

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

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

1. of its own Existing IPR that is not COTS Software;
2. third party software that is not COTS Software
 1. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
 2. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
 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

2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
3. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
4. The Supplier may terminate a licence granted under paragraph 9.2.1 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.

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

5. 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.
6. 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.
7. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
8. 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:
 1. will no longer be maintained or supported by the developer; or
 2. will no longer be made commercially available

2. Buyer's right to assign/novate licences

1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
 1. a Central Government Body; or
 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.

2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

3. Licence granted by the Buyer

1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

4. Open Source Publication

1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
 1. suitable for publication by the Buyer as Open Source; and
 2. based on Open Standards (where applicable),

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

2. The Supplier hereby warrants that the Specially Written Software and the New IPR:
 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;
 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;
 3. do not contain any material which would bring the Buyer into disrepute;
 4. can be published as Open Source without breaching the rights of any third party;

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
 6. do not contain any Malicious Software.
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:
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
 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.

5. Malicious Software

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

2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

3. IPR asset management

1. The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:
 1. where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.
 2. where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.

2. The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.
3. The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.
4. The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

Call-Off Schedule 7 (Key Supplier Staff)

1. Key Supplier Staff

1. The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date and the Statement of Work lists the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the SOW 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 remove or replace and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 1. requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 2. the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 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:
 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);
 2. ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 3. give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 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;
 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;

Call-Off Schedule 7 (Key Supplier Staff)

6. on written request from the Buyer, provide a copy of the contract of employment or engagement (between the Supplier and Supplier Staff) for every member of the Supplier Staff made available to the Buyer under the Call-Off Contract when providing Deliverables under any Statement of Work[.]; **and]**
 7. on written request from the Buyer, provide details of start and end dates of engagement for all Key Staff filling Key Roles under any Statement of Work
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.

Call-Off Schedule 8 Not Applicable

Call-Off Schedule 9 (Security)

Part B: Long Form Security Requirements

1 Definitions

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

Term	Definition
Breach of Security	means the occurrence of: (a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;
ISMS	the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and
Security Tests	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2 Security Requirements

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- 2.3.1 **[insert security representative of the Buyer]**
- 2.3.2 **[insert security representative of the Supplier]**
- 2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.

- 2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3 Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Buyer acknowledges that;
 - 3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
 - 3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4 The ISMS shall:
 - 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
 - 3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
 - 3.4.3 at all times provide a level of security which:
 - (a) is in accordance with the Law and this Contract;
 - (b) complies with the Baseline Security Requirements;
 - (c) as a minimum demonstrates Good Industry Practice;
 - (d) where specified by a Buyer that has undertaken a Further Competition, complies with the Security Policy and the ICT Policy;
 - (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1 to 4)
(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);

Call-Off Schedule 9 (Security)

- (f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>);
 - (g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
 - (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - (i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.4 document the security incident management processes and incident response plans;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.
- ### 4 Security Management Plan
- 4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed,

Call-Off Schedule 9 (Security)

complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

4.2 The Security Management Plan shall:

- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
 - 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
 - 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
 - 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
 - 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
 - 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
 - 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
 - 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security

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

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

5 Amendment of the ISMS and Security Management Plan

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

6 Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the

ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

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

7 Complying with the ISMS

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

- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8 Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
 - (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
 - (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
 - (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9 Vulnerabilities and fixing them

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:
- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

- 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
 - 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
 - 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
 - 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
 - 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
 - 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

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- 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
- 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B: Annex 1

Baseline security requirements

1 Handling Classified information

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

2 End user devices

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

3 Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
- 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
 - 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
 - 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4 Ensuring secure communications

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

5 Security by design

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

6 Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7 Restricting and monitoring access

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

8 Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access

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sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

Part B: Annex 2
Security Management Plan

Call-Off Schedule 10 (Exit Management)

1 Exit Management

Outsourcing arrangements are often at the core of a customer's business, given their long-term nature and the increasing trend to outsource business-critical functions. As a result, retaining the flexibility to transition smoothly between suppliers and solutions, while ensuring continuity and quality of service is critical, and having effective exit arrangements in place to provide this flexibility is an important part of any customer's longer-term outsourcing strategy.

The Buyer will retain the Exit Management function, however the Buyer will require an element of support from the Supplier in order to carry out and discharge their responsibility. This section sets out the extent of support that the Supplier will need to provide to the Buyer

1.1 Exit General

The Supplier will on request support the Buyer's exit team with the following

Reference ID	Requirement
EXG001	The Supplier will on request by the Buyer review the documentation handed over as part of the Exit by the exiting Supplier to ensure the documentation is sufficiently detailed to enable the staff of a Replacement Supplier and/or the Buyer to acquire the necessary understanding of how the exiting Supplier provides the Services.
EXG002	The Supplier will support the Buyer with the review of all Exit Plans and shall notify the Exiting Supplier of any suggested revisions to the Exit Plan
EXG003	The Supplier will maintain a register of all of the Assets, detailing their ownership and status as either Exclusive Assets or Non-Exclusive Assets and the Net Book Value of such Assets, detailing all Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services, such that asset ownership and value can be calculated as part of Tower Service Supplier exit arrangements.
EXG004	The Supplier will work with the appointed Exiting Supplier's Exit Manager on all issues relevant to the Exit and the Exiting Supplier's termination.

1.2 Exit Governance

The Supplier will on request support the Buyer's exit team with the following

Reference ID	Requirement
EGOV001	Define exit management governance and have this endorsed by the Buyer's exit team.
EGOV002	Cascade the exit management governance to all parties involved with the Exit agree meeting attendees, agendas & frequency and set up meetings as set out in the exit management governance.

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Reference ID	Requirement
EGOV003	Work with the Buyer in defining a resource plan and a business case to help the Buyer understand and endorse additional resource requirements necessary to carry out customer obligations within the exit plan
EGOV004	Identify risks and issues associated with each Exit work stream and track to a conclusion on behalf of the Buyer.
EGOV005	Educate all parties of security, confidentiality, audit and exit / transition governance with which they must comply

1.3 Exit Preparation

The Supplier will on request support the Buyer's exit team with the following

Reference ID	Requirement
EPRE001	Identify risks and issues associated with each work stream and track within an agreed management tool
EPRE002	Obtain a list of outbound supplier staff authorised to access customer locations
EPRE003	Construct a list of software, scripts, tools or command procedures required by the outbound supplier to perform the services being terminated
EPRE004	Construct a list of processes, standards, procedures, manuals and any associated reference material that are employed by the outbound supplier to provision services being terminated
EPRE005	Construct a list of all in-flight projects and changes scheduled during termination period
EPRE006	Construct a list of resolver groups in operation to provide the services being terminated.
EPRE007	Construct a list of existing known errors
EPRE008	Construct a list of open problems pertaining to the services being terminated
EPRE009	Construct a full list of assets wholly owned by the customer in the possession of the outbound supplier
EPRE010	Identify all third party contracts and licences owned or operated by the outbound supplier group into those that are transferable (with associated costs) and those that are not. For those that are not, work with the outbound supplier to identify an alternative

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EPRE011	Plan for removal all outbound supplier external interfaces with customer systems according to risk and service provisions
EPRE012	Commence transition planning with inbound supplier
EPRE013	Identify customer roles and activities to be performed and delivered by the inbound supplier (possible TUPE)
EPRE014	Provide any relevant documentation pertaining to transferable contracts/licences as required by the inbound supplier
EPRE015	Agree permitted levels of access to inbound supplier office space by all other parties
EPRE016	Discuss inbound suppliers anticipation resource requirements from the outbound supplier
EPRE017	Agree knowledge transfer and education mechanisms between inbound supplier and outgoing supplier
EPRE018	Agree with the Buyer and outbound the scope of termination (which services) and agree objectives, timescale & contractual obligations
EPRE019	Agree permitted levels of access to outbound supplier office space by all other parties
EPRE020	Identify geographic locations that are acceptable by both outbound and inbound suppliers to perform KT transition tasks
EPRE021	If required, agree location of neutral territory and negotiate procurement of temporary office space
EPRE022	Define and agree process to transition transferable contracts/licences to Incoming supplier
EPRE023	Define and agree resource requirement from outbound supplier (assuming inbound supplier resource requirement are already agreed as part of contract negotiation). These must, at a minimum, meet the outbound suppliers contractual obligations for termination
EPRE024	Define and agree data/information exchange process between all parties
EPRE025	Define and agree terms for the transfer of in-house developed software, scripts, tools or command procedures required by the outbound supplier to perform the services being terminated that are not covered by the customers IP rights

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EPRE026	Agree date and time for outbound supplier to cease providing in-scope services
EPRE027	Agree date and time for outbound supplier to vacate occupied space in customer offices
EPRE028	Agree suspension or relaxing of SLA's with outbound supplier (if applicable reduce outbound suppliers costs)
EPRE029	Agree with the outbound supplier, the mechanism to remove or archiving customer documents & data held on assets that do not belong to the customer and are not transitioning to the customer
EPRE030	Agree knowledge transfer and education mechanisms between outbound supplier and inbound supplier
EPRE031	Agree transfer mechanism for in-house developed software, scripts, tools or command procedures required by the outbound supplier to perform the services being terminated either owned or not owned by the customer
EPRE032	Customer, outbound and inbound supplier commercial groups to agree any transferable asset values
EPRE033	Customer and outbound supplier to agree the contents of an exit agreement and intellectual property rights licences agreed between the parties
EPRE034	Agree costs to by customer and outbound supplier (assuming inbound supplier costs have been negotiated into the tender price)
EPRE035	Agree payment schedule with outbound supplier for all exit costs and outstanding service invoices.
EPRE036	Review access for outbound supplier staff and arrange for these to be removed during the appropriate exit phase
EPRE037	Once scope for exit management have been agreed, plan out the activities agreeing timelines, deliverables and measurement of success / completion – transition planning
EPRE038	Populate framework exit agreement with agreed / negotiated position

1.4 Service Closure

The supplier will on request support the Buyer's exit team with the following

Call-Off Schedule 10: (Exit Management)

Reference ID	Requirement
SCL001	Execute transition plan as agreed with all parties during exit planning
SCL002	Transfer privileged and shared user IDs and passwords where they are still required to support operations of the customer environment from the outbound supplier to the inbound supplier
SCL003	Outbound supplier to return all secure access encryption devices at the appropriate exit phase without impacting the continuing delivery of terminating services
SCL004	Outbound supplier staff to return all access permits / passes issued by the customer for access to customer locations
SCL005	Vacate customer offices
SCL006	Remove access for outbound supplier staff to customer locations
SCL007	Verify that all outbound supplier accesses (both physical and logical) has been removed.
SCL008	Full and final settlement of any outstanding disputes between customer and outbound supplier
SCL009	Outbound supplier ceases to provide service

Exit TUPE

If applicable, the Supplier shall support the Buyer's exit team and the Incoming Supplier's Transition team with obtaining the following

Reference ID	Requirement
TUPE001	Details on posts or proportion of posts expressed as full-time equivalents that currently undertake the work that is to transfer.
TUPE002	Details to include the applicable job descriptions and organisation charts to demonstrate how the in scope services are structured.
TUPE003	Details to include the preceding 12 months total pay costs – pay, employee/employer ERNIC and overtime
TUPE004	Details to include individual redundancy liability
TUPE005	Details to include additional information about factors that may influence staffing costs.

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A: Implementation

1. Definitions

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

Term	Definition
Delay	<ol style="list-style-type: none"> 1. a delay in the Achievement of a Milestone by its Milestone Date; or 2. a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
Deliverable Item	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
Milestone Payment	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone; and
Implementation Period	has the meaning given to it in Paragraph 7.1.

3. Agreeing and following the implementation Plan

1. A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan **[Insert number of days]** days after the Call-Off Contract Start Date.
2. The draft Implementation Plan:
 1. must contain information at the level of detail necessary to manage the implementation stage effectively for the whole Call-Off Contract and each Statement of Work issued under it for the supply of Deliverables and as the Buyer may otherwise require; and
 2. it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
3. Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
4. The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.
5. The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

6. The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW,

1. Reviewing and changing the Implementation Plan

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

2. Security requirements before the Start Date

1. The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
2. The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
3. The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
4. The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
5. The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
6. If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

3. What to do if there is a Delay

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

4. Compensation for a Delay

1. If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 1. the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 2. Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 1. 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
 2. the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 1. the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 2. no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
 3. Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

3. Implementation Plan

1. The Implementation Period will be a [six (6)] Month period for the Call-Off Contract and for the duration of each SOW.
2. During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer in

Call-Off Schedule 10: (Exit Management)

each SOW. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.

3. In accordance with the Implementation Plan, the Supplier shall:
 1. work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 2. work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 3. liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 4. produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
4. The Implementation Plan will include detail stating:
 1. how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
 2. a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
5. In addition, the Supplier shall:
 1. appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 2. mobilise all the Services specified in the Specification within the Call-Off Contract and each SOW;
 3. produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 1. the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 2. the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the

Call-Off Schedule 10: (Exit Management)

Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

1. manage and report progress against the Implementation Plan both at a Call-Off Contract level (which shall include an update on costings) and SOW level;
2. construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
3. attend progress meetings (frequency of such meetings shall be as set out in the Order Form and each SOW) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
4. ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

Annex 1: Implementation Plan

A.1 The Supplier shall provide a:

1. high level Implementation Plan for the Call-Off Contract as part of the Further Competition Procedure; and
2. a detailed Implementation Plan for each SOW.

A.2 The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

1. Milestone: []
2. Deliverable Items: []
3. Duration: []
4. Milestone Date: []
5. Buyer Responsibilities: []
6. Milestone Payments: []
7. Delay Payments: []

The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)

For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be **[insert number of days]**.

Part B: Testing

1. Definitions

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

Term	Definition
Component	any constituent parts of the Deliverables;
Material Test Issue	a Test Issue of Severity Level 1 or Severity Level 2;
Satisfaction Certificate	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
Severity Level	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
Test Issue Management Log	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
Test Issue Threshold	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
Test Reports	the reports to be produced by the Supplier setting out the results of Tests;
Test Specification	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
Test Strategy	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
Test Success Criteria	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
Test Witness	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
Testing Procedures	the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

1. All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
2. The Supplier shall not submit any Deliverable for Testing:
 1. unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 2. until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 3. until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
3. The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

4. Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

1. The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
2. The final Test Strategy shall include:
 1. an overview of how Testing will be conducted in relation to the Implementation Plan;
 2. the process to be used to capture and record Test results and the categorisation of Test Issues;
 3. the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 4. the procedure to be followed to sign off each Test;
 5. the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 6. the names and contact details of the Buyer and the Supplier's Test representatives;
 7. a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 8. the technical environments required to support the Tests; and
 9. the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

1. The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
2. Each Test Plan shall include as a minimum:
 1. the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 2. a detailed procedure for the Tests to be carried out.
3. The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

1. The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

6. How Deliverables will be tested

1. Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
2. Each Test Specification shall include as a minimum:
 1. the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 2. a plan to make the resources available for Testing;
 3. Test scripts;
 4. Test pre-requisites and the mechanism for measuring them; and
 5. expected Test results, including:
 1. a mechanism to be used to capture and record Test results; and
 2. a method to process the Test results to establish their content.

3. Performing the tests

1. Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
2. The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
3. The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
4. The Buyer may raise and close Test Issues during the Test witnessing process.
5. The Supplier shall provide to the Buyer in relation to each Test:
 1. a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 2. the final Test Report within 5 Working Days of completion of Testing.
6. Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 1. an overview of the Testing conducted;

2. identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 3. the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 4. the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 5. the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
7. When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
 8. Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
 9. If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

4. Discovering Problems

1. Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
2. The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
3. The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

5. Test witnessing

1. The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

2. The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
3. The Test Witnesses:
 1. shall actively review the Test documentation;
 2. will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 3. shall not be involved in the execution of any Test;
 4. shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 5. may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 6. may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
4. may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

6. Auditing the quality of the test

1. The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
2. The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
3. The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
4. The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
5. If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
6. In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

7. Outcome of the testing

1. The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
2. If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 1. the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 2. the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 3. where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
3. The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
4. The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 1. the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 2. performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
5. The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
6. If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
7. If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
8. If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

9. If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 1. any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
 2. where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

8. Risk

1. The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 1. operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
 2. affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues, Severity Levels

1. Severity 1 Error

1. This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. Severity 2 Error

1. This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
 1. causes a Component to become unusable;
 2. causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 3. has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. Severity 3 Error

1. This is an error which:
 1. causes a Component to become unusable;
 2. causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 3. has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

1. This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. Severity 5 Error

1. This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]
From: [insert name of Buyer]
[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("Call-Off Contract") [insert Call-Off Contract reference number and any applicable SOW reference] relating to the provision of the [insert description of the Deliverables] between the [insert Buyer name] ("Buyer") and [insert Supplier name] ("Supplier") dated [insert Call-Off Start Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 14 (Service Levels and Balanced Scorecard).]

SECTION 1: SERVICE LEVELS

1. Definitions

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

Term	Definition
Critical Service Level Failure	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

1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule.
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.
4. Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 2. the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure the Buyer shall 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

1. Service Levels

If the level of performance of the Supplier:

Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

1. is likely to or fails to meet any Service Level Performance Measure; or
 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. 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;
 2. instruct the Supplier to comply with the Rectification Plan Process; and/or
 3. 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. Buyer redress for failure to provide Services at or above Service Levels

1. The Buyer may ask for a Rectification Plan if the Supplier fails to meet [any][OR][Insert Number] of the Service Levels ("Default") within Section 1 (Service Levels) in any 12-Month rolling period.
2. This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the Service Levels. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

Annex A to Part A: Services Levels Table

KPI Name	Strategic Objective	Target	Measurement Criteria
Data Matching Delivery	Data Matching service has a strategic responsibility within DSA to ensure that any new data sources are profiled, assessed and standardised to provide downstream consumers with matched data of the right quality and delivered to agreed consumer and provider SLAs.	At commencement of each SoW it will be agreed with the supplier the number and if known the actual data sources that require matching. Success is defined as the data source being fully profiled, standardised and matched into POLE for consumption by	100% of data sources that have been implemented to an acceptable standard by FDP and agreed as deliverable within the SoW to be productionised.

Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

		users and products. The matching team is dependent for success on the availability of new data sources on time from the Customer FDP team.	
Data Enrichment Delivery	Data Enrichment service has a strategic responsibility within DSA to ensure that any new data sources are available for enrichment at the right quality and delivered to agreed consumer and provider SLAs.	At commencement of each SoW it will be agreed with the supplier the number and if known the actual data sources that require enrichment. Success is defined as the data source being available as part of the enrichment service. The enrichment team is dependent for success on the availability of new data sources on time from the Customer FDP team.	100% of data sources that have been implemented to an acceptable standard by FDP and agreed as deliverable within the SoW to be productionised.
Supplier staff attrition/retention	The Supplier has a strategic responsibility to ensure that the function is both adequately staffed to provide resource to other DSA teams who have a call on Data Matching and in order to meet commitments in relation to data product design and supporting the datapipeline.	Success in respect of this KPI is dependent on having a core team of supplier staff that have obtained a high degree of specialist knowledge in relation to DSA platforms which will be negatively impacted if the churn in the team is excessive due to requirements to upskill incoming specialists on too	The figure is to be determined once we have agreed with the supplier the resourcing profile required to run the service and will either be expressed as a percentage of the team or actual numbers of turnover in any one contract year

		frequent a basis.	
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Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

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.
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. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
 3. details of any Critical Service Level Failures;
 4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 5. such other details as the Buyer may reasonably require from time to time.
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. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;
 2. be attended by the Supplier's Representative and the Buyer's Representative; and
 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.
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.

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 for any specified Service Period.

2. Satisfaction Surveys

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.

SECTION 2: BALANCED SCORECARD

1. Balanced Scorecard

1. As an alternative to or in addition to Service Levels (under Section 1 above) and the Supplier's performance management obligations under the Framework Contract, the Buyer and Supplier may agree to follow the Balanced Scorecard and key performance indicators ("KPIs") for a Call-Off Contract and one or more of its Statements of Work.

[Insert supplier name]:

A. KPI: Performance to pay process

In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':

1. accurate and complete timesheets in a timely manner
2. accurate and complete acceptance certificates in a timely manner
3. accurate and complete supplier reports in a timely manner
4. accurate and complete invoices in a timely manner

Measurement

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates <ul style="list-style-type: none"> Inputs are incomplete or inaccurate 	Inputs are later than 5 working days in the prescribed performance to pay process Inputs contain significant errors

Source: Supplier Reports/Invoices

Owner: To be agreed

B. KPI: People (resourcing)

Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations. The supplier pro-actively manages their resource skills or state of facilities by identifying issues early, and in a timely fashion, addressing any deficits.

Measurement

Met	Partially met	Not met
Targets met for all resources or facilities	Targets met for most (50%+) resources or facilities through no fault of the Buyer	Targets missed for most resources or facilities requested through no fault of the Buyer

Source: Project Managers and wider Buyer Team's verification

Owner: To be agreed

C. KPI: Partnering behaviours and added value

Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel or facilities.

Measurement

Met	Partially met	Not met
1. No behavioural problems identified 2. Buyer	4. Some minor behav	7. Significant behavi oural

Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

<p>3. workshops attended and positive contributions made Added value recognised by the programme above provision of compensated skilled resource/facilities</p>	<p>5. Journal problems Supplier only attends some workshops or provides minor contributions</p> <p>6. Supplier adds some value above provision of compensated resource and facilities, but this is not regarded as significant</p>	<p>8. Supplier problems contributions are rare or insignificant and shows little interest in working with other suppliers</p> <p>9. No added value contributions recognised by the Programme</p>
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Source: Collective feedback on suppliers from both Buyer and other supplier staff

Owner: To be agreed

D. KPI: People in place (Delivery)

All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.

Measurement

Met	Partially met	Not met
<p>1. No resources are</p>	<p>5. Minor issues noted with</p>	<p>7. Resource is swa</p>

Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

	swapped out due to deficiency in skill-set and/or no change of facilities is required		quality of work or standard of facilities		pped out from project due to deficiency in skill-set or change of facility is required
2.	No problems identified with quality of work or state of facility		6. Few contributions made within team		8. Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one month to another)
3.	Supplier is making positive team contributions				
4.	Supplier skills or facilities meet the standards expected				9. Significant issue with

Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

		quality of work or facility noted in a month
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Source: Project manager and wider buyer team

Owner: To be agreed

1. The purpose of the Balanced Scorecard is to promote contract management activity through measurement of the Supplier's performance against KPIs. The Buyer and Supplier shall agree the content of the Scorecard before the Call-Off Contract Start Date including the Material KPIs as defined in Framework Schedule 4 (Framework Management). Targets and measures to be listed in the Scorecard (example above for guidance only) should be tailored to meet the Buyer's needs and the Supplier's competences.
2. The recommended process for using the Balanced Scorecard is as follows:
 1. the Buyer and Supplier agree a template Balanced Scorecard together with a performance management plan which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
 2. on a pre-agreed schedule (for example, Monthly) both the Buyer and the Supplier provide a rating on the Supplier's performance
 3. following the initial rating, both Parties meet to review the scores and agree an overall final score for each KPI
 4. following agreement of final scores, the process is repeating as per the agreed schedule

5. Buyer redress for failure to provide Services at or above Service Levels

1. The Buyer may ask for a Rectification Plan if the Supplier:
 1. fails to meet **[any][OR][Insert Number]** of the key performance indicators ("KPIs") listed within Section 2 (Balanced Scorecard) ("a Default") on at least **[3]** occasions within a 12-Month rolling period
 2. demonstrates poor performance of a Call-Off Contract or any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the **[4]** KPI targets listed on the Balanced Scorecard, on at least **[2]** occasions within a **[Call-Off Contract duration][or][Statement of Work duration]**, or within a period of 3 Months (whichever is the earlier)

2. This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the KPI targets. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

6. Performance Monitoring and Performance Review

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 KPIs in the Balanced Scorecard will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
2. The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant KPIs just ended:
 1. for each KPI, the actual performance achieved over the relevant period;
 2. a summary of all failures to achieve KPIs that occurred during that period;
 3. details of any failures of KPIs across one or more SOW;
 4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 5. such other details as the Buyer may reasonably require from time to time.
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. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;
 2. be attended by the Supplier's Representative and the Buyer's Representative; and
 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.

- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed

Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified period.

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

1. Definitions

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

"Operational Board" the board established in accordance with paragraph 4.1 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

3.1 The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Managers in regards to the Contract and it will be the Supplier's Contract

Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

4. Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

- 5.4 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer's and the Supplier have identified.

Annex: Contract Boards

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

Call-Off Schedule 16	Not Used
Call-Off Schedule 17 –	Not Used
Call-Off Schedule 18	Not Used
Call-Off Schedule 19	Not Used

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract.

Worker Engagement Route (including IR35 status)

Where the Buyer has assessed its requirement is for resource, the IR35 status of the Key Roles must be detailed in the Specification.



Home Office

Data Services & Analytics (DSA)

C22287 Data Matching and Enrichment Services

Background and Requirements

Final Version 270722

Contents

1. Background & Context for the Data Matching and Enrichment Provision
2. Matching and Enrichment Vision
3. Data Matching and Enrichment Services Detailed Requirements
4. Enrichment Work Streams
5. Data Matching & Enrichment expertise
6. Ensuring Data Matching and Enrichment adds Business Value
7. Other Supplier Responsibilities
8. Data Matching Outcomes – Short Term
9. Exit Management
10. Data Matching and Enrichment Service Transition Requirements
11. Workstream Capabilities

1. Background & Context for the Data Matching and Enrichment Provision

1.1 The Home Office

The Home Office Digital Data and Technology Strategy¹ sets the vision for transforming how we manage data. One of the six principles defined in the strategy is to become data-driven to improve our decisions.

- As a data-driven organisation, transformation should start with data rather than our technology. Data is our primary asset, and our technical architecture is modelled around the needs of collecting, securing and processing it.
- We are aligned to the National Data Strategy² and aim to improve how we use data. We want to be an organisation where users can quickly provide and access high-quality data when appropriate.
- We need to ensure our product and service teams understand how data should be collected, processed, secured and maintained. They need to be clear on their responsibilities when handling it and contributing to our data estate.
- Our data scientists and frontline teams will ensure we use our data to inform our policy decisions and monitor our performance.
- We aim to improve data sharing across the Home Office and wider, removing the unnecessary blockers we face when trying to access and share data, to improve our services to the public.
- When doing so, we will ensure governance processes are transparent and continue to consider not only whether data sharing is legal, but also whether it is safe, ethical and beneficial to share.

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[REDACTED]

[REDACTED]

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¹ <https://www.gov.uk/government/publications/home-office-digital-data-and-technology-strategy-2024/home-office-digital-data-and-technology-strategy-2024>

² <https://www.gov.uk/government/publications/uk-national-data-strategy/national-data-strategy>

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³ <https://www.gov.uk/government/publications/the-aqua-book-guidance-on-producing-quality-analysis-for-government>

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9 EXIT Management

Outsourcing arrangements are often at the core of a customer's business, given their long-term nature and the increasing trend to outsource business-critical functions. As a result, retaining the flexibility to transition smoothly between suppliers and solutions, while ensuring continuity and quality of Service is critical, and having effective exit arrangements in place to provide this flexibility is an important part of any customer's longer-term outsourcing strategy.

The Buyer will retain the Exit Management function, however the Buyer will require an element of support from the Supplier in order to carry out and discharge their responsibility. This section sets out the extent of support that the Supplier will need to provide to the Buyer

9.1 Exit General

The Supplier will on request support the Buyer's exit team with the following

Reference ID	Requirement
EXG001	The Supplier will on request by the Buyer review the documentation handed over as part of the Exit by the exiting Supplier to ensure the documentation is sufficiently detailed to enable the staff of a Replacement Supplier and/or the Buyer to acquire the necessary understanding of how the exiting Supplier provides the Services.
EXG002	The Supplier will support the Buyer with the review of all Exit Plans and shall notify the Exiting Supplier of any suggested revisions to the Exit Plan
EXG003	The Supplier will maintain a register of all of the Assets, detailing their ownership and status as either Exclusive Assets or Non-Exclusive Assets and the Net Book Value of such Assets, detailing all Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services, such that asset ownership and value can be calculated as part of Tower Service Supplier exit arrangements.
EXG004	The Supplier will work with the appointed Exiting Supplier's Exit Manager on all issues relevant to the Exit and the Exiting Supplier's termination.

9.2 Exit Governance

The Supplier will on request support the Buyer's exit team with the following

Reference ID	Requirement
EGOV001	The Supplier will define exit management governance and have this endorsed by the Buyer's exit team.
EGOV002	The Supplier will cascade the exit management governance to all parties involved with the Exit agree meeting attendees, agendas & frequency and set up meetings as set out in the exit management governance.
EGOV003	The Supplier will work with the Buyer in defining a resource plan and a business case to help the Buyer understand and endorse additional resource requirements necessary to carry out customer obligations within the exit plan
EGOV004	The Supplier will identify risks and issues associated with each Exit work stream and track to a conclusion on behalf of the Buyer.
EGOV005	The Supplier will educate all parties of security, confidentiality, audit and exit / transition governance with which they must comply

9.3 Exit Preparation

The Supplier will on request support the Buyer's exit team with the following

Reference ID	Requirement
EPRE001	The Supplier will identify risks and issues associated with each work stream and track within an agreed management tool
EPRE002	The Supplier will obtain a list of outbound supplier staff authorised to access customer locations
EPRE003	The Supplier will construct a list of software, scripts, tools or command procedures required by the outbound supplier to perform the Services being terminated
EPRE004	The Supplier will construct a list of processes, standards, procedures, manuals and any associated reference material that are employed by the outbound supplier to provision Services being terminated.
EPRE005	The Supplier will construct a list of all in-flight projects and changes scheduled during termination period
EPRE006	The Supplier will construct a list of resolver groups in operation to provide the Services being terminated.
EPRE007	The Supplier will construct a list of existing known errors
EPRE008	The Supplier will construct a list of open problems pertaining to the Services being terminated
EPRE009	The Supplier will construct a full list of assets wholly owned by the customer in the possession of the outbound supplier
EPRE010	The Supplier will Identify all third party contracts and licences owned or operated by the outbound supplier group into those that are transferable (with associated costs) and those that are not. For those that are not, work with the outbound supplier to identify an alternative
EPRE011	The Supplier will plan for removal all outbound supplier external interfaces with customer systems according to risk and Service provisions
EPRE012	The Supplier will commence transition planning with inbound supplier
EPRE013	The Supplier will identify customer roles and activities to be performed and delivered by the inbound supplier (possible TUPE)

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Reference ID	Requirement
EPRE014	The Supplier will provide any relevant documentation pertaining to transferable contracts/licences as required by the inbound supplier
EPRE015	The Supplier will agree permitted levels of access to inbound supplier office space by all other parties
EPRE016	The Supplier will discuss inbound suppliers anticipation resource requirements from the outbound supplier
EPRE017	The Supplier will agree knowledge transfer and education mechanisms between inbound supplier and outgoing supplier
EPRE018	The Supplier will agree with the Buyer and outbound supplier the scope of termination (which Services) and agree objectives, timescale & contractual obligations
EPRE019	The Supplier will agree permitted levels of access to outbound supplier office space by all other parties
EPRE020	The Supplier will identify geographic locations that are acceptable by both outbound and inbound suppliers to perform KT transition tasks
EPRE021	The Supplier will if requested agree a location of neutral territory and negotiate procurement of temporary office space
EPRE022	The Supplier will define and agree process to transition transferable contracts/licences to Incoming supplier
EPRE023	The Supplier will define and agree resource requirement from outbound supplier (assuming inbound supplier resource requirement are already agreed as part of contract negotiation). These must, at a minimum, meet the outbound suppliers contractual obligations for termination
EPRE024	The Supplier will define and agree data/information exchange process between all parties
EPRE025	The Supplier will define and agree terms for the transfer of in-house developed software, scripts, tools or command procedures required by the outbound supplier to perform the Services being terminated that are not covered by the customers IP rights
EPRE026	The Supplier will agree date and time for outbound supplier to cease providing in-scope Services
EPRE027	The Supplier will agree date and time for outbound supplier to vacate

Reference ID	Requirement
	occupied space in customer offices
EPRE028	The Supplier will agree suspension or relaxing of SLA's with outbound supplier (if applicable reduce outbound suppliers costs)
EPRE029	The Supplier will agree with the outbound supplier, the mechanism to remove or archiving customer documents & data held on assets that do not belong to the customer and are not transitioning to the customer
EPRE030	The Supplier will agree knowledge transfer and education mechanisms between outbound supplier and inbound supplier
EPRE031	The Supplier will agree transfer mechanism for in-house developed software, scripts, tools or command procedures required by the outbound supplier to perform the Services being terminated either owned or not owned by the customer
EPRE032	The Supplier will participate in Buyer outbound and inbound other commercial groups to agree any transferable asset values
EPRE033	The Supplier will agree with the contents of an exit agreement and intellectual property rights licences agreed between the parties
EPRE034	The Supplier will agree costs to the Buyer and outbound supplier (assuming inbound supplier costs have been negotiated into the tender price)
EPRE035	The Supplier will agree payment schedule with outbound supplier for all exit costs and outstanding Service invoices.
EPRE036	The Supplier will review access for outbound supplier staff and arrange for these to be removed during the appropriate exit phase
EPRE037	The Supplier will once the scope for exit management has been agreed, plan out the activities agreeing timelines, deliverables and measurement of success / completion – transition planning

9.4 Service Closure

The Supplier will on request support the Buyer's exit team with the following

Reference ID	Requirement
SCL001	The Supplier will execute the transition plan as agreed with all parties during exit planning
SCL002	The Supplier will transfer privileged and shared user IDs and passwords where they are still required to support operations of the Buyer environment

Reference ID	Requirement
	from the outbound supplier to the inbound supplier
SCL003	The Supplier will liaise with the outbound supplier to return all secure access encryption devices at the appropriate exit phase without impacting the continuing delivery of terminating Services
SCL004	The Supplier will liaise with the outbound supplier that the outbound supplier staff to return all access permits / passes issued by the Buyer for access to Buyer locations.
SCL005	The Supplier will liaise with the outbound supplier to vacate Buyer offices
SCL006	The Supplier will remove access for outbound supplier staff to #buyer locations
SCL007	The Supplier will verify that all outbound supplier accesses (both physical and logical) has been removed.

9.5 EXIT TUPE

If applicable, the Supplier shall support the Buyer's exit team and the Incoming Supplier's Transition team with obtaining the following

Reference ID	Requirement
TUPE001	The Supplier will assist the Buyer to obtain details on posts or proportion of posts expressed as full-time equivalents that currently undertake the work that is to transfer.
TUPE002	The Supplier will assist the Buyer to obtain details to include the applicable job descriptions and organisation charts to demonstrate how the in scope Services are structured.
TUPE003	The Supplier will assist the Buyer to obtain details to include the preceding 12 months total pay costs – pay, employee/employer ERNIC and overtime.
TUPE004	The Supplier will assist the Buyer to obtain details to include individual redundancy liability.
TUPE005	The Supplier will assist the Buyer to obtain details to include additional information about factors that may influence staffing costs..

10 Data Matching and Enrichment Service Transition Requirements

10.1 Transition Requirements

10.1.1 Overview of Transition Requirements

This section of the document details the high-level requirements and timelines for the transition of the Data Matching & Enrichment Services from the Incumbent Supplier to the Supplier.

This document does not stipulate the detailed plan structure or line items within the transition and implementation plans but rather outlines some key principles and milestones that apply to the transition.

The transition has been described below as having three key milestones:

M1 – Mobilisation

M2 – Knowledge Transfer; and

M3 – Service Transfer and Adoption

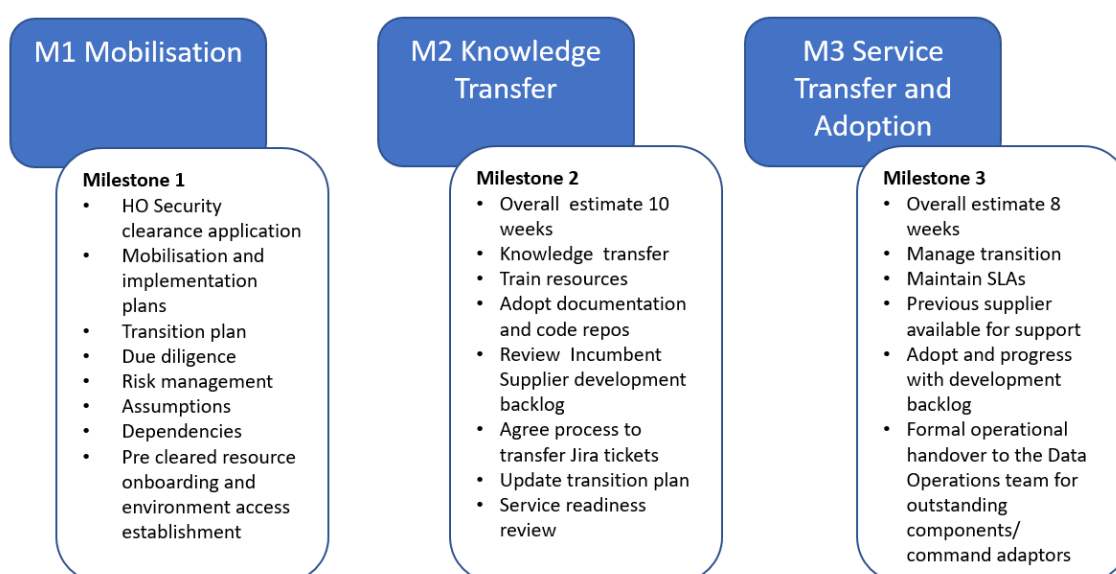


Figure 5 - Overview of Transition requirements

10.1.2 Transition Principles

Principle 1

The Transition of the Services is a one-time activity where the Data Matching & Enrichment Services will be moved from the 'Incumbent Supplier to the Supplier.

Principle 2

The Transition activity must be as seamless as possible with minimal interruption to the Services

Principle 3

The Transition activities will be split into three phases (Mobilisation, Knowledge Transfer, Service Transfer and Adoption). Each phase must be carefully planned with all key activities and timings detailed in the Transition Plan provided by the Successful Supplier.

Principle 4

All tasks and responsibilities during the Transition period will be agreed and documented between the Buyer, the Incumbent Supplier and the Supplier

Principle 5

There will be an overlap period between the Incumbent Supplier where they will be available for advice, queries and any further knowledge transfer. Procedures including shadowing and reverse shadowing will be agreed between the Buyer, the Incumbent Supplier and the Successful Supplier.

Key Milestones	Month 1				Month 2	Month 3	Month 4
	Week 1	Week 2	Week 3	Week 4			
	Security Clearance - DSA Onboarding (non pre cleared staff)						
	Pre cleared staff onboarding ★						
	Pre cleared staff Environment Access ★						
M1		Agree detailed transition and implementation plans with the Buyer ★					
M2			Knowledge Transfer ★				
M3						Service Transfer ★	

Figure 6 – Data Matching & Enrichment Service Transition Timeline

10.1.3 Transition Delivery

Reference ID	Requirement
TDM001	The Supplier will deliver this component as an outcome-based delivery model so that the cost of transition is fixed.
TDM002	Within two weeks of contract initiation the Supplier will have available sufficient SC cleared staff covering all the key disciplines required to commence knowledge transfer from the Incumbent Data Matching and Enrichment Supplier.

10.1.4 Transition Timeline

Reference ID	Requirement
TRT001	<p>The Supplier will submit a Transition Plan as part of their draft Outline Implementation Plan. The Outline Implementation Plan will include the Milestone timelines set out below.</p> <p>All Supplier staff who hold the required SC clearance at contract commencement should request account creation and DSA onboarding within the first week</p> <p>All staff who do not hold the required SC clearance but are known to the Supplier should request clearance within the first week of contract commencement (if not already requested).</p> <p>The draft transition and implementation plans will be available for Buyer approval by the end of the second week of contract commencement.</p> <p>Transition Milestones M2 and M3 are flexible within the 20-week delivery timeline from the Contract Start Date.</p> <p>The Outline Implementation Plan will reflect the Supplier's duration for each transition stage and any parallel activities. An example timeline is shown above, Figure 2, Data Matching and Enrichment Service Transition Timeline for each Milestone as an indication of the Buyer's desired duration for Transition activities within the 20-week envelope from the Contract Commencement Date.</p>
TRT002	The Supplier will complete Milestones M1, M2 and M3 within 20 weeks of the Contract Commencement Date.
TRT003	The Supplier will ensure that compliance with the Buyer's onboarding activities and personnel security vetting provisions are considered as part of Milestone M1.

10.1.5 Transition Milestone 1: Mobilisation

Reference ID	Requirement
TMM001	The Supplier will carry out the mobilisation activities within this section as a minimum, which should not be considered exhaustive.
TMM002	The Supplier will work with the Incumbent Supplier to ensure a seamless transition without interruption to the Buyer's Services.
TMM003	The Supplier will provide resources that meet the Buyer security clearance vetting process. If the resources cannot obtain the necessary security clearance, then it is the responsibility of the Supplier to provide a replacement resource.
TMM004	The Supplier will provide a resource onboarding plan which will take account of the vetting process to ensure Supplier resources are in place to meet the Buyer timescales.
TMM005	The Supplier will develop a transition plan (activities, timelines, ownership) in conjunction with the Incumbent Supplier exit plan to enable a seamless transition. This will include transition of capabilities from the Incumbent Supplier.

TMM06	The Supplier will identify and assess risks (technical, financial, business, project, logistical) and provide an updated Risk Register as part of the successful completion of Milestone M1.
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10.1.6 Transition Milestone 2: Knowledge Transfer

Reference ID	Requirement
TMKT001	The Supplier will carry out all knowledge transfer activities in to effectively support the matching & enrichment.
TMKT002	The Supplier will develop a knowledge transfer plan and carry out knowledge transfer activities with the Incumbent Supplier.
TMKT003	The Supplier will ensure Supplier Personnel are fully trained, certified and have an understanding of their roles, responsibilities and actions in respect of knowledge transfer activities.
TMKT004	The Supplier will take responsibility for the collation and collection of all relevant documentation from the Incumbent Supplier and the Buyer such as existing processes, architectural and technical information and update as required to produce a central repository for such documentation as required by the Buyer.
TMKT005	The Supplier will undertake due diligence on the document repositories and provide remediation report and any plan to remedy, storing on the Buyer tools, provide an index and identify any remediation required.
TMKT006	The Supplier will provide a RACI (Responsible Accountable Consulted Informed) report in respect of the data matching & enrichment Service.

10.1.7 Transition Milestone 3: Service Transfer & Adoption

Reference ID	Requirement
TMTA001	The Supplier will liaise with the Incumbent Supplier for queries and guidance until the successful completion of Milestone M3.
TMTA002	The Supplier will manage the transition from the Incumbent Supplier and be responsible for ensuring all tasks and responsibilities are understood by the Buyer, the Incumbent Supplier and the Supplier.
TMTA003	The Supplier will monitor and report on KPIs as per documented requirements specified in the Data Library.

10.1.8 Transition deliverable for end-to-end pipeline team

Reference ID	Requirement
TPT001	The supplier will within six weeks of contract commencement have defined a proposed team structure to deliver an end-to-end pipeline delivery capability to optimally meet DSA business objectives and priorities.

TPT002	The supplier will within six weeks of contract commencement have defined and agreed with the supplier the high-level business process flows to facilitate the end-to-end capability.
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11. Workstream Capabilities

The Supplier will be expected to propose the resource profile required to run the Data Matching and Enrichment Service in line with the requirements outlined in this document, supporting contractual documents and summary statements as below:

The Role descriptions below reflect the current Service capabilities and these will need to be reflected in the prospective supplier team.

Data Matching Lead

- Evaluates the need for data matching, assesses the problems to be solved, what internal or external data sources to use or acquire.
- Contributes to reviews of the benefits and value of data matching and recommends improvements and advises on how best to use the matching technologies to meet the business and technical objectives.
- Contributes to the development of data matching architecture, policy, standards and guidelines and roadmap.
- Management and engagement of senior stakeholders and data matching customers.
- Provides data matching thought-leadership e.g. through extensive networks and contacts with partner organisations, who are themselves implementing similar technologies, to inform the Data Matching Roadmap.
- Advises on the application of appropriate quality management techniques and standards. Ensures that projects, teams and functions have appropriate practices in place and are meeting required organisational quality levels including, but not limited to ensuring the team complies with relevant software contracts.
- Lead the team, adopting agile practices and providing effective leadership to the project team, and take appropriate action where team performance deviates from agreed tolerances.

Enrichment Tech Lead

- Evaluates the need for enrichment Services, assesses the problems to be solved, what internal or external data sources to use or acquire.
- Contributes to reviews of the benefits and value of enrichment and recommends improvements and advises on how best to use the matching and enrichment technologies to meet the business and technical objectives.
- Contributes to the development of data enrichment architecture, policy, standards and guidelines and roadmap.
- Management and engagement of senior stakeholders and data enrichment customers.
- Provides thought-leadership e.g. through extensive networks and contacts with partner organisations, who are themselves implementing similar technologies, to inform the Data Enrichment Roadmap.

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- Advises on the application of appropriate quality management techniques and standards. Ensures that projects, teams and functions have appropriate practices in place and are meeting required organisational quality levels including, but not limited to ensuring the team complies with relevant software contracts.
- Lead the team, adopting agile practices and providing effective leadership to the project team, and take appropriate action where team performance deviates from agreed tolerances.

Team Responsibilities

- Installation, configuration and maintenance of IBM Big Match.
- Develop and maintain existing matching and enrichment Services in Development, Model Office and Production.
- Developing the DevOps capability for Data Matching and enrichment to streamline the releasing of changes to both Services.
- Provide technical support and guidance to DSA product teams making use of data matching components and APIs.
- Provide expert advice on use of matching outputs by data scientists for machine learning and other analytical products
- Support the adoption and integration of IBM Big Match into wider Home Office systems
- Provide consultancy to partner Programmes to help set up matching Services.
- Design an end-to-end production ready system engineering process

Note: Although there is no expectation for each team members to have expertise in every technology, we do expect the team as a whole to have experience in all the technologies stated.

END OF DOCUMENT

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Schedule 21	Not Used
Call-Off Schedule 25	Not Used
Call-Off Schedule 26	Not Used