

## ANNEX 1: CALL OFF CONTRACT CHARGES

## 1. IMPLEMENTATION COSTS

1.1 The following charges shall apply during the Implementation Period and shall be payable in accordance with the Implementation Plan and Annex 2 to this Call Off Schedule 3:

Deliverable	Itemised breakdown of deliverable	Description	Qty	Unit Price / Day Rate (excludes profit)	Sub total Cost for items in Deliverable (excludes profit)	Total Cost of Deliverable (excludes profit)	Comments
Agent training	Fully loaded	Fully loaded price for 24.2 FTE's training for 1.6 weeks. Total Hours is presented - 24.2 x 37.5 x 9 days	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2 days HGS Induction and System and 7 days DIT  Qty and Unit Price is per Hour
1 day training for 6 agents delivered by Institute of Export and International Trade (IoE&IT)	Agent training	6 users, 1 day training	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Supplementary Export knowledge
System Train the Trainer	Trainer Trainer	1 trainer, 2 days training	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	System Train the Trainer
Training Material Development	Trainer Material Development	8 days training material development by HGS trainers	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Training Material Development
Training Delivery	Trainer Delivery	Trainer Delivery charge 2 days HGS training and 7 days DIT training	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Training Delivery

Subtotal for training					[REDACTED]		Subtotal for training
Project management	Project Management Team for Transition	The resource you will have is 1 FTE PM, 1 BA and 1 IT BA for transition		[REDACTED]			HGS has significantly discounted this rate.
Telephony, Hardware, Desktop and Authentication						[REDACTED]	
Requirements ratification / Design	Enterprise User Compute (EUC) design for IT	Microsoft Technical Design Architects					To take place in the first 6 working days of transition
Build out to include management of network implementation, Office tenant configuration, image build, Azure AD (Intune, Multi Factor Authentication etc.),	EUC Build Out	Microsoft Technical Design Architects					Customisation of Generic Build for DIT
Design, Build out and implementation Duty Line	Team Communication	Microsoft Technical Design Architects					
Windows laptop build including hardening	Laptop Build	Building Laptops as per DIT requirement					
User Acceptance Testing (EUC)	EUC / Laptop User Acceptance Testing	31 users including support staff					This factors in Part Time and Full Time Staff
Microsoft 365 implementation per user [REDACTED]	Laptop Build	Enabling for End User Compute Management - 31 Users					
Logistics/Courier charges at [REDACTED] per device for	Courier	Sending laptops to team members					

Go live support	EUC/Telephony	Technical Design Architects	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	To ensure any issues are fixed at live
Amazon Web Services Build	Telephony Build	Telephony Technical Design Architects	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	This includes design ratification and Project Management and Build and Test
Penetration test/ Security Assertion Markup Language/ Customer Satisfaction Survey / Early Life Support/ Quick connects	Telephony Build	Telephony Technical Design Architects	[REDACTED]	[REDACTED]	[REDACTED]		This is specific items that need to be customised for DIT specification
<b>Tech Setup</b>						[REDACTED]	
Custmer Relationship Management System / Knowledgebase/ Application Programme Interface build	CRM/ Knowledgebase Build	Microsoft 365 CRM Technical Design Architects	[REDACTED]				[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] This includes design ratifications, project management , build and customisation and test
					<b>Total Cost</b>	[REDACTED]	

## 2. SERVICE DELIVERY COSTS

2.1 The following charges shall apply from the Service Commencement Date:

2.2 Service Delivery Costs may be subject to increase by way of indexation following the period of fixed contract charges indicated in section 6.5 of the Order Form.

## AGENT CHARGES

### AGENT AVAILABLE HOUR RATES

<b>Team Leader or equivalent</b>	<b><u>Hourly Rate (£) excluding Supplier Profit</u></b>
<b>Back Office Agent or equivalent</b>	[REDACTED]
<b>Advanced Agent or equivalent</b>	[REDACTED]
<b>Intermediate Agent or equivalent</b>	[REDACTED]
<b>Entry Level Agent or equivalent</b>	[REDACTED]

2.3 For transparency purposes a breakdown of the Agent Available Hour Rates is below

<b><u>2. Breakdown of Hourly Rate (£)</u></b>	<b><u>Guidance</u></b>	<b><u>Description</u></b>	<b><u>Team Leader or Equivalent</u></b>	<b>Back Office Agent or equivalent</b>	<b>Advanced Agent or equivalent</b>	<b>Intermediate Agent or equivalent</b>	<b>Entry Level Agent or equivalent</b>
Supplier Employee salary and benefits	<i>The rate should include any staff costs as defined in limbs a) i)-iii) and v) of 'Costs' in Schedule 1 Definitions.</i>	<i>Aligned to guidance</i>	[REDACTED]	■	■	■	■



Staff Training	The rate should include allocation for any ongoing staff training costs for soft skills, technical ability and systems familiarity related to the Customer's Requirements. The rate should exclude any costs for initial Staff Training during the implementation period which are included in Implementation Costs. The Supplier's own internal set up training, any additional remedial training the supplier needs to run for any Supplier Personnel who fail assessment and any backfill training for staff turnover should be excluded and these should be at the Supplier's cost.	Aligned to guidance	[REDACTED]	■	■	■	■
Work place accommodation	The rate should include reasonable facilities/ premises overheads if agents are based at supplier sites. Note it is not a requirement of the Buyer for the supplier to base agents in a supplier site but the agents must be based in the UK.	Agents will be in the UK, with the majority of time homeworking.	[REDACTED]	■	■	■	■
Work place IT equipment and tools	The rate should include costs for IT equipment and tools reasonably necessary to provide the Services. The Supplier should not charge the Customer for work place IT equipment which is already in place.	Aligned to guidance	[REDACTED]	■	■	■	■
Reasonable recruitment costs	The rate should include an reasonable recruitment costs. Costs should not be included if no additional recruitment needs to take place.	Aligned to guidance	[REDACTED]	■	■	■	■
Security checks	The rate should include costs for BPSS. These costs should be excluded if staff are already Security vetted.	Aligned to guidance	[REDACTED]	■	■	■	■

## OPERATIONAL COSTS

Item / Deliverable	Description Provide a description of the costs (per user/per month)	Unit Price / Day Rate Provide cost breakdown for each component or staff day rate (excludes profit)	Comments
Management fee	1 dedicated (FTE) Call Off Contracts Manager as per Schedule 6 (call off contract)	[REDACTED]	Expressed as a Monthly rate
	1 dedicated (FTE) Quality Coach/ Knowledge Administrator.		The breakdown is: [REDACTED]
	1 dedicated (FTE) IoE&IT Consultant.		[REDACTED]

	Other management and support staff from across our expert teams are shared		
IT Infrastructure i.e. Ongoing maintenace	<i>Tech infra and CRM license costs in year 1. Year 2 costs include recovery of CRM set up costs (See Table 3 in Schedule 15 for Year 2 costs include recovery of CRM set up costs)</i>	[REDACTED]	Expressed as a Monthly rate
Telephony i.e. Call charges, line rental	<i>AWS ongoing usage charges</i>	[REDACTED]	Expressed as a Monthly rate

**AGENT PRODUCTIVE HOUR RATES**

<b>Team Leader or equivalent</b>	<b><u>Hourly Rate (£) excluding Supplier Profit</u></b>
<b>Back Office Agent or equivalent</b>	[REDACTED]
<b>Advanced Agent or equivalent</b>	[REDACTED]
<b>Intermediate Agent or equivalent</b>	[REDACTED]
<b>Entry Level Agent or equivalent</b>	[REDACTED]

2. 3 For transparency purposes a breakdown of the Agent Productive Hour Rates is below:



<b>2. Breakdown of Hourly Rate (£)</b>	<b>Guidance</b>	<b>Description</b>	<b>Team Leader or Equivalent</b>	<b>Back Office Agent or equivalent</b>	<b>Advanced Agent or equivalent</b>	<b>Intermediate Agent or equivalent</b>	<b>Entry Level Agent or equivalent</b>
Supplier Employee salary and benefits	<i>The rate should include any staff costs as defined in limbs a) i)-iii) and v) of 'Costs' in Schedule 1 Definitions.</i>	[REDACTED]	■	■	■	■	■
Staff Training	<i>The rate should include allocation for any ongoing staff training costs for soft skills, technical ability and systems familiarity related to the Customer's Requirements. The rate should exclude any costs for initial Staff Training during the implementation period which are included in Implementation Costs. The Supplier's own internal set up training, any additional remedial training the supplier needs to run for any Supplier Personnel who fail assessment and any backfill training for staff turnover should be excluded and these should be at the Supplier's cost.</i>	[REDACTED]	■	■	■	■	■
Work place accommodation	<i>The rate should include reasonable facilities/ premises overheads if agents are based at supplier sites. Note it is not a requirement of the Buyer for the supplier to base agents in a supplier site but the agents must be based in the UK.</i>	[REDACTED]	■	■	■	■	■
Work place IT equipment and tools	<i>The rate should include costs for IT equipment and tools reasonably necessary to provide the Services. The Supplier should not charge the Customer for work place IT equipment which is already in place.</i>	[REDACTED]	■	■	■	■	■
Reasonable recruitment costs	<i>The rate should include an reasonable recruitment costs. Costs should not be included if no additional recruitment needs to take place.</i>	[REDACTED]	■	■	■	■	■
Security checks	<i>The rate should include costs for BPSS. These costs should be excluded if staff are already Security vetted.</i>	[REDACTED]	■	■	■	■	■

### 3. EXIT COSTS

3.1 The following costs shall apply to the Exit Period if the Call Off Contract expires at the end of the Initial Period or is terminated during the Initial Period:

Deliverable	Qty	Unit Price / Day Rate <small>Provide cost breakdown for each component or staff day rate (excludes profit)</small>	Total Cost <small>(excludes profit)</small>	Description <small>Provide a description of the costs (per user/per month)</small>	Comments
HGS [REDACTED] this period	[REDACTED]	[REDACTED]	[REDACTED]		

3.2 The following costs shall apply to the Exit Period if the Call Off Contract is extended in accordance with Clause 5.2 and expires at the end of any Extension Period or is terminated in accordance with the terms of this Call Off Contract during any Extension Period:

Deliverable	Qty	Unit Price / Day Rate <small>Provide cost breakdown for each component or staff day rate (excludes profit)</small>	Total Cost <small>(excludes profit)</small>	Description <small>Provide a description of the costs (per user/per month)</small>	Comments
Call recording exit fees	[REDACTED]	[REDACTED]	[REDACTED]	build capability to transfer call recording	
CRM exit fees	[REDACTED]	[REDACTED]	[REDACTED]	transfer of data	
CRM redundancy costs	[REDACTED]	[REDACTED]	[REDACTED]	unamortised cost of CRM development	
Notice period costs/ redundancy costs	[REDACTED]	[REDACTED]	[REDACTED]	Notice period pay/ holiday carry over and redundancy pay. Estimated to be one month equivalent manpower costs	We will endeavour to redeploy staff and reduce costs

### 4. OPTIONAL REQUIREMENTS COSTS

4.1 The following costs shall apply to any Optional Requirements that are brought into scope in accordance with the Variation procedure:



Item / Deliverable	Qty	Unit Price / Day Rate Provide cost breakdown for each component or staff day rate (excludes profit)	Total Cost (excludes profit)	Profit	Description  Provide a description of the costs (per user/per month)	Comments
a. Case studies, FAQs and other service promotion materials	[REDACTED]	[REDACTED]	[REDACTED]		FAQ in the form of agent quick note have been included in our core solution. Case studies and additional information can be created by HGS with the IoE&IT. A day rate has been provided. This excludes and external graphic design	The number of days will be determined by the scope of the requirement
b. Webchat	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Built in the Amazon Connect Console	For budgetary purposes based on a basic build
c. Smart queue jumping to avoid end users having to wait on the phone	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	This is for the build and set up of a new inbound line to prioritise specific traders	For budgetary purposes based on a basic build
d. The Supplier booking appointments on behalf of end users with Customer/HMG specialists	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Based on a basic build and assumes functionality provision from within the CRM licence already priced	For budgetary purposes based on a basic build
e. Contact Lens/call transcription deployment	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Build cost for sentiment and full call transcription and real time data transfer in API	
Hard Tokens for MFA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	In the event DIT requires this for	

				multi-factor authentication	
Courier of tokens	[REDACTED]				To ship to the team
<b>Contact Centre Initiatives</b>					
Supplementary Export Training as needed	[REDACTED]				Supplementary training by IoE&IT in export as needed once the service is live (All new starters on the service will have received this prior to service commencement) Monitoring and Coaching will identify if this is required longer term for attrition replacement and ramp.
IoE New Starter Training - Imports as needed	[REDACTED]				Supplementary training by IoE&IT in imports.
IoE Webinars-First Six Months	[REDACTED]				Monthly webinar to the ESS and DIT teams on key subject areas and changes in international trade
IoE Webinars Support -12 months	[REDACTED]				As above for a 12 month contract
Intermediary Customs Training - 12 months	[REDACTED]				IoE&IT to train 10 ESS agents to Intermediate Customs and Trade Adviser
CPD and Membership - 12 months	[REDACTED]				IoE&IT to provide DPD and membership to 10 selected ESS agents
L3 Apprenticeship	[REDACTED]				[REDACTED] through the HGS

				Apprenticeship scheme	
<b>Trader / Wider DIT Initiatives</b>					
Regional Stakeholder Engagement - 12 months	IRE				IoE&IT to work with regional DIT providing quarterly meetings and events to report on volumes, topics and regional levelling up
Policy Support - 12 months	IRE				IoE&IT to support government personnel who will answer the escalated queries - training plus escalation point
Management Educational Support (Chartered Management Degree) - 12 months	IRE				Chartered Manager Degree Apprenticeship - IoE&IT using Department Apprenticeship scheme
Strategic Policy, Legal and EU Advice					
Shankar Singham, Lars Karlsson and Kelvin Franklin - Per Month retainers	IRE				This is a monthly retainer fee for all three roles. The budget will be determined by your requirement and if all three Strategic Advisers are required

4.2 The following percentage increase shall be applied to the hourly rate for each applicable role set out in Agent Available Hourly Rates or the Agent Productive Hourly Rates as applicable



in paragraph 2 Service Delivery Costs if the contract is varied to bring the respective out of hours into scope:

<b>*Extended hours 18:00-22:00</b>	<b>*24 hours - 7 days</b>	<b>*Weekends and bank holidays</b>
[REDACTED]	[REDACTED]	[REDACTED]

## 5. SUPPLIER PROFIT

5.1 The Tendered Profit Margin applicable to the total Call Off Contract costs shall be:

Implementation Costs	[REDACTED]
Service Delivery Costs (Available Hour basis)	[REDACTED]
Service Delivery Costs (Productive Hour basis)	[REDACTED]
Exit Costs	[REDACTED]

## **ANNEX 2: PAYMENT TERMS/PROFILE**

### **1. CALL OFF CONTRACT CHARGES**

1.1 The Call Off Contract Charges shall comprise of the following costs:

- 1.1.1 the Implementation Costs;
- 1.1.2 the Service Delivery Costs;
- 1.1.3 the Exit Costs;
- 1.1.4 the Optional Requirements Costs; and
- 1.1.5 the Chargeable Supplier Profit.

### **2. THE IMPLEMENTATION COSTS**

- 2.1 The Supplier shall be entitled to charge the Implementation Deliverable Cost for each Deliverable identified in the Implementation Plan plus the applicable Chargeable Supplier Profit on the date set out in the Implementation Plan.
- 2.2 In the event a Deliverable is not Delivered on or before the date identified in the Implementation Plan the Customer may withhold a sum equal to 10% of the Implementation Deliverable Cost (including any Chargeable Supplier Profit) for that Deliverable until such time as the relevant Deliverable is Delivered (the “Delay Retention Sum”).
- 2.3 The Delay Retention Sum shall not be the Customer’s exclusive remedy for the failure of the Supplier to Deliver a Deliverable in accordance with the Implementation Plan and the Customer shall be entitled to exercise any other rights it may have under the Call Off Contract in respect of such Delay.
- 2.4 The Supplier shall invoice the Customer monthly for the Implementation Deliverable Costs and any Chargeable Supplier Profit that have become due in accordance with the invoicing requirements set out in Paragraph 7 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).

### **3. THE SERVICE DELIVERY COSTS**

- 3.1 The Service Delivery Costs shall comprise of the following costs:
  - 3.1.1 the Agent Charges;
  - 3.1.2 the Operational Costs; and
  - 3.1.3 the applicable Chargeable Supplier Profit
- 3.2 The Service Delivery Costs shall be invoiced by the Supplier monthly in arrears in accordance with the requirements set out in Paragraph 7 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
- 3.3 Subject to paragraph 3.4 of this Annex 2, the Agent Charges shall be calculated on an Available Hour basis as follows:

- 3.3.1 The number of Available Hours worked by each Agent in the relevant Service Period shall be multiplied by the applicable Agent Available Hours Rate for that Agent giving an Agent cost for the relevant Service Period;
- 3.3.2 The costs of all Agents who worked Available Hours in the Service Period shall be totalled to give the Agent Charges for the Service Period.
- 3.4 In the event the Call Off Contract is extended beyond the Call Off Initial Period, the Customer may at its sole discretion require the Agent Charges to be charged on a Productive Hour basis for all or part of any Call Off Contract Extension Period.
- 3.5 Where the Customer has elected to proceed on a Productive Hours basis the Supplier shall only be entitled to charge the Customer for each Productive Hour worked by an Agent and the Agent Charges shall be calculated on a Productive Hour basis as follows:
  - 3.5.1 The number of Productive Hours worked by each Agent in the relevant Service Period shall be multiplied by the applicable Agent Productive Hours Rate for that Agent giving an Agent cost for the relevant Service Period;
  - 3.5.2 The costs of all Agents who worked Productive Hours in the Service Period shall be totalled to give the Agent Charges for the Service Period.
- 3.6 Where the Agent Charges are being calculated on a Productive Hours basis, the Supplier shall notify the Customer as soon as it becomes aware that the Service Delivery Costs are likely to exceed the Customer Budget for the relevant period and any changes to the Contract that are necessary to accommodate this shall be agreed in accordance with the Variation Procedure. The Customer shall not be liable for any Service Delivery Costs that exceed the Customer Budget where such Service Delivery Costs have not been agreed by the Customer in advance of such costs being incurred.
- 3.7 The Operational Costs shall be calculated on a monthly basis using the rates set out in Annex 1 to this Call Off Schedule 3.

#### **4. THE EXIT COSTS**

- 4.1 The Customer shall pay the Exit Deliverable Cost plus the applicable Chargeable Supplier Profit following the Delivery of each Deliverable identified in the Exit Plan.
- 4.2 The Supplier shall invoice the Customer for each Deliverable identified in the Exit Plan in accordance with the invoicing requirements set out in Paragraph 7 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).

#### **5. THE OPTIONAL REQUIREMENTS**

- 5.1 If the Customer requests the Supplier to provide any of the Optional Requirements, the Optional Requirements Costs and shall be calculated using the



rates, prices and pricing mechanism set out in the Optional Requirements table in Annex 1 (Call Off Contract Charges).

- 5.2 If the Customer wishes to extend the Core Operating Hours it shall notify the Supplier and the appropriate percentage set out in paragraph 4.2 of Annex 1 shall be applied to the the hourly rate for each applicable role set out in Agent Available Hourly Rates or the Agent Productive Hourly Rates as applicable.

## CALL OFF SCHEDULE 4: IMPLEMENTATION PLAN

### 6. INTRODUCTION

6.1 This Call Off Schedule 4 specifies the Implementation Plan in accordance with which the Supplier shall provide the Goods and/or Services.

6.2 The Milestones will be Achieved in accordance with Call Off Schedule 5 (Testing).

6.3 Each Deliverable will be accepted on the issue of a Satisfaction Certificate in accordance with Call Off Schedule 5 (Testing).



**CALL OFF SCHEDULE 5: TESTING****1. INTRODUCTION**

- 1.1 This Call Off Schedule 5 (Testing) sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Strategy and Test Plans.

**2. TESTING OVERVIEW**

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy and the Test Plans.
- 2.2 Any Disputes between the Supplier and the Customer regarding this Testing shall be referred to the Dispute Resolution Procedure.

**3. TEST STRATEGY**

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable but in any case no later than ten (10) Working Days (or such other period as the Parties may agree) after the Call Off Commencement Date.
- 3.2 The final Test Strategy shall include:
- 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
  - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
  - 3.2.3 the procedure to be followed should a Deliverable fail a Test or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
  - 3.2.4 the procedure to be followed to sign off each Test; and
  - 3.2.5 the process for the production and maintenance of reports relating to Tests.

**4. TEST PLANS**

- 4.1 The Supplier shall develop Test Plans for the approval of the Customer as soon as practicable but in any case no later than ten (10) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise) prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
- 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested;
  - 4.2.2 a detailed procedure for the Tests to be carried out, including:
    - (a) the timetable for the Tests including start and end dates;
    - (b) the Testing mechanism;



- (c) dates and methods by which the Customer can inspect Test results;
- (d) the mechanism for ensuring the quality, completeness and relevance of the Tests;
- (e) the process with which the Customer will review Test Issues and progress on a timely basis; and
- (f) the re-Test procedure, the timetable and the resources which would be required for re-Testing.

4.3 The Customer shall not unreasonably withhold or delay its approval of the Test Plans and the Supplier shall implement any reasonable requirements of the Customer in the Test Plans.

## **5. TESTING**

5.1 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

5.2 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Customer 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.

5.3 If the Supplier successfully completes the requisite Tests, the Customer 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 Goods and/or Services are implemented in accordance with this Call Off Contract.

## **6. TEST ISSUES**

6.1 Where a Test Issue is identified by the Supplier, the Parties shall agree how such Test Issue shall be dealt with and any failure to agree by the Parties shall be resolved in accordance with the Dispute Resolution Procedure.

## **7. TEST QUALITY AUDIT**

7.1 Without prejudice to its rights pursuant to Clause 21 (Records, Audit Access and Open Book Data), the Customer or an agent or contractor appointed by the Customer may perform on-going quality audits in respect of any part of the Testing.

7.2 If the Customer has any concerns following an audit in accordance with paragraph 7.1 above the Customer will discuss such concerns with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities, and subsequently prepare a written report for the Supplier detailing the same to which the Supplier shall, within a reasonable timeframe, respond in writing.

7.3 In the event of an inadequate response to the written report from the Supplier, the Customer (acting reasonably) may withhold a Satisfaction Certificate until the

issues in the report have been addressed to the reasonable satisfaction of the Customer.

## **8. OUTCOME OF TESTING**

8.1 The Customer will issue a Satisfaction Certificate when it is satisfied that a Deliverable has passed the Test and/or when a Milestone has been Achieved.

8.2 If any Milestones (or any relevant part thereof) do not pass the Test in respect thereof then:

8.2.1 the Supplier shall rectify the cause of the failure and re-submit the Deliverables (or the relevant part) to Testing, provided that the Parties agree that there is sufficient time for that action prior to the relevant Milestone Date; or

8.2.2 the Parties shall treat the failure as a Supplier Default.

## ANNEX 1: SATISFACTION CERTIFICATE

To: [insert name of Supplier]  
FROM: [insert name of Customer]  
[insert Date: dd/mm/yyyy]

Dear Sirs,

### SATISFACTION CERTIFICATE

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

We refer to the agreement ("**Call Off Contract**") [insert Call Off Contract reference number] relating to the provision of the [insert description of the Goods and/or Services] between the *[insert Customer name]* ("**Customer**") and *[insert Supplier name]* ("**Supplier**") dated *[insert Call Off Commencement 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/Milestones] relating to [ ] *[insert relevant description of agreed Deliverables/Milestones and/or reference numbers(s) from the Implementation Plan]* have been completed.

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

## **CALL OFF SCHEDULE 6: SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING**

### **1. SCOPE**

1.1 This Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels which the Supplier is required to achieve when providing the Goods and/or Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Goods and/or Services will be monitored.

1.2 This Call Off Schedule 6 comprises:

- 1.2.1 Part A: Service Levels and Service Credits;
- 1.2.2 Annex 1 to Part A - Service Levels and Service Credits Table; and
- 1.2.3 Annex 1 to Part B: Performance Monitoring.

## PART A: SERVICE LEVELS AND SERVICE CREDITS

### 2. GENERAL PROVISIONS

- 2.1 The Supplier shall provide a proactive Call Off Contract manager to ensure that all Service Levels in this Call Off Contract and Key Performance Indicators in the Framework Agreement are achieved to the highest standard throughout, respectively, the Call Off Contract Period and the Framework Period.
- 2.2 The Supplier shall provide a managed service through the provision of a dedicated Call Off Contract manager where required on matters relating to:
- 2.2.1 Supply performance;
  - 2.2.2 Quality of Goods and/or Services;
  - 2.2.3 Customer support;
  - 2.2.4 Complaints handling; and
  - 2.2.5 Accurate and timely invoices.
- 2.3 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in the table in Annex 1 to this Part A of this Call Off Schedule 6 will result in Service Credits being issued to Customers.

### 3. PRINCIPAL POINTS

- 3.1 The objectives of the Service Levels and Service Credits are to:
- 3.1.1 ensure that the Goods and/or Services are of a consistently high quality and meet the requirements of the Customer;
  - 3.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
  - 3.1.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

### 4. SERVICE LEVELS

- 4.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the Service Levels the performance of which the Parties have agreed to measure.
- 4.2 The Supplier shall monitor its performance of this Call Off Contract by reference to the relevant performance criteria for achieving the Service Levels shown in Annex 1 to this Part A of this Call Off Schedule 6 (the "**Service Level Performance Criteria**") and shall send the Customer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Call Off Schedule 6.
- 4.3 The Supplier shall, at all times, provide the Goods and/or Services in such a manner that the Service Levels Performance Measures are achieved.



4.4 If the level of performance of the Supplier of any element of the provision by it of the Goods and/or Services during the Call Off Contract Period:

- 4.4.1 is likely to or fails to meet any Service Level Performance Measure or
- 4.4.2 is likely to cause or causes a Critical Service Failure to occur,
- 4.4.3 the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under Clause 13 of this Call Off Contract (Service Levels and Service Credits), may:
  - (a) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
  - (b) if the action taken under paragraph (a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
  - (c) if a Service Level Failure has occurred, deduct from the Call Off Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer in accordance with the calculation formula set out in Annex 1 of this Part A of this Call Off Schedule 6; or
  - (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 14 of this Call Off Contract (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in Clause 14.2.2 of this Call Off Contract in relation to Material Breach).

4.5 Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

## 5. SERVICE CREDITS

5.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given service period which, for the purpose of this Call Off Schedule 6, shall be a recurrent period of **one Month** during the Call Off Contract Period (the “**Service Period**”).

5.2 Annex 1 to this Part A of this Call Off Schedule 6 includes details of each Service Credit available to each Service Level Performance Criterion if the applicable Service Level Performance Measure is not met by the Supplier.

- 5.3 The Customer shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Call Off Schedule 6 to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
- 5.4 Service Credits are a reduction of the amounts payable in respect of the Goods and/or Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 of Part A of this Call Off Schedule 6.
- 5.5 Service Credits shall be applied to the Chargeable Supplier Profit that is payable in respect of the Service Delivery Costs.
- 5.6 Service Credits shall not be applied by the Customer for the first three (3) Service Periods following the Service Commencement Date.

## **6. NATURE OF SERVICE CREDITS**

- 6.1 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Call Off Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

**ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE****1. DEFINITIONS**

1.1 The following terms used in this Annex 1 to Part A of Call Off Schedule 6 shall have the following meaning:

<b>"Utilisation"</b>	means the percentage of time an Agent spends on call setup, inbound hold, inbound talk time, outbound hold, outbound talk time, after call work and back office work related to calls as part of the Operational Services. Utilisation is expressed as a percentage of the ratio of work performed on these activities divided by overall capacity;
<b>"Call Back Service"</b>	means telephoning an end user back when requested by the Customer or the end user
<b>"Uptime"</b>	means the time when the telephone service is operational and available
<b>"Customer Satisfaction Score (CSAT)"</b>	means a metric to gauge how satisfied an end user has been with a particular interaction or overall experience with the service

## 2. SERVICE LEVELS AND SERVICE CREDITS TABLE

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
<b>PCA (% calls answered) Monthly</b>	Percentage of calls offered answered on a weekly/Monthly Basis	at least 99%	79%	<b>2% of a Service Credit gained for each percentage under the specified Service Level Performance Measure.</b>
<b>ASA (Average Speed of Answer) Monthly</b>	Average speed of call answer (after successful front end Interactive Voice Response (IVR) system completion)	80% in 30 seconds	60% in 30 seconds	<b>1% of a Service Credit gained for each percentage under the specified Service Level Performance Measure.</b>
<b>Telephony Availability</b>	System expected Uptime	99.90%	96%	<b>2% of a Service Credit gained for each percentage under the specified Service Level Performance Measure.</b>
<b>Customer Satisfaction Score (CSAT) - Volume</b>	95% of customers gave an acceptable CSAT score	95%	75%	<b>1% of a Service Credit gained for each percentage under the specified Service Level Performance Measure.</b>
<b>Complaints Resolved</b>	All complaints resolved within 5 working days	95% resolved within 5 working days	75% within 5 working days	<b>2% of a Service Credit gained for each percentage under the specified Service Level Performance Measure.</b>
<b>Sending Information</b>	All requests for information actioned within 1 working day	100% within 24 hours	80% within 24 hours	<b>1% of a Service Credit gained for each percentage under the specified Service Level Performance Measure.</b>
<b>PCA (% calls answered) Daily</b>	Percentage of calls offered answered in a Working Day	90%	Not applicable	No Service Credit Regime imposed for the specified Service Level Performance Measure
<b>MI Delivery</b>	All scheduled MI reported delivered on time	100%	Not applicable	No Service Credit Regime imposed for the specified Service Level Performance Measure
<b>Call Transfer Time</b>	Time taken to transfer a call to a relevant stakeholder.	80% within 10 minutes	Not applicable	No Service Credit Regime imposed for the specified Service Level Performance Measure
<b>Agent Utilisation</b>	Expected agent activity measure	85%	Not applicable	No Service Credit Regime imposed for the specified Service Level Performance Measure
If Optional Requirements come into scope by a contract variation				
<b>Call Back Service</b>	Call Back Service completed within 4 working hours.	95%	Not applicable	No Service Credit Regime imposed for the specified Service Level Performance Measure
<b>Web Chat Response</b>	Webchat should be answered within 30 seconds	90% in 30s	Not applicable	No Service Credit Regime imposed for the specified Service Level Performance Measure
<b>Agent Booking Appointments with DIT specialists</b>	Appointments booked with specialists within 1 Working Day	95%	Not applicable	No Service Credit Regime imposed for the specified Service Level Performance Measure

The Service Credits shall be calculated on the basis of the following formula:			
1	Chargeable Supplier Profit over a Service Period	=	Maximum Service Credit value applicable across all Service Level Performance Criterion over a Service Period
2	For each Service Level Performance Criterion: x% of the Maximum Service Credit value is gained for each percentage under the specified Service Level Performance Measure.	=	x% of Service Credit Gained x no. of percentage points under the specified Service Level Performance Measure = % of the Chargeable Supplier Profit payable to the Customer to be deducted as a Service Credit from the next Valid Invoice payable to the Customer.
Worked example:			
1	For PCA (% Calls Answered Monthly): 99% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Customer) - 94% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period)	=	5% under the Service Level Performance Measure.
2	For PCA (% Calls Answered Monthly): 2% of the Service Credit is gained for each percentage under the Service Level Performance Measure.	=	5 (% points under the SLPM) x 2% = 10% of the Chargeable Supplier Profit payable to the Customer to be deducted as a Service Credit from the next Valid Invoice payable to the Customer.



## ANNEX 1 TO PART B: PERFORMANCE MONITORING

### 1. PRINCIPAL POINTS

1.1 Part B to this Call Off Schedule 6 provides the methodology for monitoring the provision of the Goods and/or Services:

- 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
- 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Goods and/or Services ("**Performance Monitoring System**").

1.2 Within twenty (20) Working Days of the Call Off Commencement Date the Supplier shall provide the Customer 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. REPORTING OF SERVICE FAILURES

2.1 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in paragraph 1.2 of Part B of this Call Off Schedule 6 above.

### 3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

3.1 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part B of this Call Off Schedule 6 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

- 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
- 3.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
- 3.1.3 any Critical Service Level Failures and details in relation thereto;
- 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- 3.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
- 3.1.6 such other details as the Customer may reasonably require from time to time.

3.2 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

- 3.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
  - 3.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;
  - 3.2.3 be attended by the Supplier's Representative and the Customer's Representative; and
  - 3.2.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.
- 3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 3.4 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

#### **4. SATISFACTION SURVEYS**

- 4.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Goods and/or Services.
- 4.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Goods and/or Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Call Off Contract.
- 4.3 All other suggestions for improvements to the provision of Goods and/or Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 18 of this Call Off Contract (Continuous Improvement).

## CALL OFF SCHEDULE 7: SECURITY

### 1. DEFINITIONS

1.1 In this Call Off Schedule 7, the following definitions shall apply:

**"Breach of Security"**

means the occurrence of:

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

in either case as more particularly set out in the Security Policy;

### 2. INTRODUCTION

2.1 The purpose of this Call Off Schedule 7 is to ensure a good organisational approach to security under which the specific requirements of this Call Off Contract will be met;

2.2 This Call Off Schedule 7 covers:

- 2.2.1 principles of protective security to be applied in delivering the Goods and/or Services;
- 2.2.2 the creation and maintenance of the Security Management Plan; and
- 2.2.3 obligations in the event of actual or attempted Breaches of Security.

### 3. PRINCIPLES OF SECURITY

3.1 The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Goods and/or Services, confidentiality, integrity and availability of information and consequently on security.

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

- 3.2.1 is in accordance with the Law and this Call Off Contract;
- 3.2.2 as a minimum demonstrates Good Industry Practice;

- 3.2.3 complies with the Security Policy;
- 3.2.4 meets any specific security threats of immediate relevance to the Goods and/or Services and/or the Customer Data; and
- 3.2.5 complies with the Customer's ICT Policy.

3.3 Subject to Clause 34 of this Call Off Contract (Security and Protection of Information) the references to standards, guidance and policies contained or set out in paragraph 3.2 of this Call Off Schedule 7 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.

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

#### **4. SECURITY MANAGEMENT PLAN**

##### **4.1 Introduction**

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Call Off Schedule 7. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

##### **4.2 Content of the Security Management Plan**

###### **4.2.1 The Security Management Plan shall:**

- (a) comply with the principles of security set out in paragraph 3 of this Call Off Schedule 7 and any other provisions of this Call Off Contract relevant to security;
- (b) identify the necessary delegated organisational roles defined for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Goods and/or Services, processes associated with the provision of the Goods and/or Services, the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;
- (d) unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services, including the Customer

Premises, the Sites, and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;

- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Goods and/or Services comply with the provisions of this Call Off Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Call Off Contract and the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the provision of the Goods and/or Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Call Off Schedule 7.

#### 4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Call Off Commencement Date (or such other period agreed by the Parties in writing) and in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), the Supplier shall prepare and deliver to the Customer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Customer in accordance with paragraph 4.3.1, or any subsequent revision to it in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days or such other period as the Parties may agree in writing of a notice of non-approval from the Customer and re-submit to the Customer for Approval. The parties will use all reasonable endeavours to ensure that the approval process takes



as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the Customer. If the Customer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- 4.3.3 The Customer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to paragraph 4.3.2. However a refusal by the Customer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Customer of the Security Management Plan pursuant to paragraph 4.3.2 of this Call Off Schedule 7 or of any change to the Security Management Plan in accordance with paragraph 4.4 shall not relieve the Supplier of its obligations under this Call Off Schedule 7.

#### 4.4 Amendment and Revision of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
  - (a) emerging changes in Good Industry Practice;
  - (b) any change or proposed change to the Goods and/or Services and/or associated processes;
  - (c) any change to the Security Policy;
  - (d) any new perceived or changed security threats; and
  - (e) any reasonable change in requirements requested by the Customer.
- 4.4.2 The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Customer. The results of the review shall include, without limitation:
  - (a) suggested improvements to the effectiveness of the Security Management Plan;
  - (b) updates to the risk assessments; and
  - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with paragraph 4.4.1, a request by the Customer or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved by the Customer.
- 4.4.4 The Customer may, where it is reasonable to do so, Approve and require changes or amendments to the Security Management Plan to be

implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Call Off Contract.

## **5. BREACH OF SECURITY**

5.1 Either party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan if one exists) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 5.1, the Supplier shall:

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

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security to the extent possible and protect the integrity of the Customer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- (c) prevent an equivalent breach in the future exploiting the same root cause failure; and
- (d) as soon as reasonably practicable provide to the Customer, where the Customer so requests, full details (using the reporting mechanism defined by the Security Management Plan if one exists) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Customer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security policy or the requirements of this Call Off Schedule 7, then any required change to the Security Management Plan shall be at no cost to the Customer.

## **ANNEX 1: SECURITY POLICY**

[Guidance Note: The Customer's Security Policy shall be shared with the successful Tenderer on request.]

## **ANNEX 2: SECURITY MANAGEMENT PLAN**

Supplier to provide within twenty (20) Working Days after the Call Off Commencement Date

## CALL OFF SCHEDULE 8: BUSINESS CONTINUITY AND DISASTER RECOVERY

### 1. DEFINITIONS

1.1 In this Call Off Schedule 8, the following definitions shall apply:

<b>"Business Continuity Plan"</b>	has the meaning given to it in paragraph 2.2.1(b) of this Call Off Schedule 8;
<b>"Disaster Recovery Plan"</b>	has the meaning given to it in 2.2.1(c) of this Call Off Schedule 8;
<b>"Disaster Recovery System"</b>	means the system embodied in the processes and procedures for restoring the provision of Goods and/or Services following the occurrence of a disaster;
<b>"Review Report"</b>	has the meaning given to it in paragraph 6.2 of this Call Off Schedule 8;
<b>"Supplier's Proposals"</b>	has the meaning given to it in paragraph 6.2.3 of this Call Off Schedule 8;

### 2. BCDR PLAN

2.1 Within 30 Working Days from the Call Off Commencement Date the Supplier shall prepare and deliver to the Customer for the Customer's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Goods and/or Services; and
- 2.1.2 the recovery of the Goods and/or Services in the event of a Disaster.

2.2 The BCDR Plan shall:

- 2.2.1 be divided into three parts:
  - (a) Part A which shall set out general principles applicable to the BCDR Plan;
  - (b) Part B which shall relate to business continuity (the **"Business Continuity Plan"**); and
  - (c) Part C which shall relate to disaster recovery (the **"Disaster Recovery Plan"**); and
- 2.2.2 unless otherwise required by the Customer in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5.

2.3 Following receipt of the draft BCDR Plan from the Supplier, the Customer shall:

- 2.3.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and



- 2.3.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Customer.

2.4 If the Customer rejects the draft BCDR Plan:

- 2.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
- 2.4.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised draft BCDR Plan to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 2.3 and 2.4 of this Call Off Schedule 8 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

### **3. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS**

3.1 Part A of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the provision of the Goods and/or Services and any goods and/or services provided to the Customer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Related Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
- 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Customer and any of its other Related Supplier in each case as notified to the Supplier by the Customer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Customer;
- 3.1.6 contain a risk analysis, including:
  - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
  - (b) identification of any single points of failure within the provision of Goods and/or Services and processes for managing the risks arising therefrom;

- (c) identification of risks arising from the interaction of the provision of Goods and/or Services and with the goods and/or services provided by a Related Supplier; and
  - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Customer;
- 3.1.9 identify the procedures for reverting to “normal service”;
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
- 3.1.11 identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer’s business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
  - 3.2.1 the Goods and/or Services are provided in accordance with this Call Off Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002 and all other industry standards from time to time in force; and
  - 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Goods and/or Services or to the business processes facilitated by and the business operations supported by the provision of Goods and/or Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Call Off Contract.

#### **4. BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Goods and/or Services remain supported and to ensure continuity of the business

operations supported by the Services including, unless the Customer expressly states otherwise in writing:

- 4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Goods and/or Services; and
- 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Goods and/or Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

4.2 The Business Continuity Plan shall:

- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Goods and/or Services;
- 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Goods and/or Services (such goods and/or services and steps, the **“Business Continuity Goods and/or Services”**);
- 4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Goods and/or Services during any period of invocation of the Business Continuity Plan; and
- 4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

## 5. DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

5.3 The Disaster Recovery Plan shall include the following:

- 5.3.1 the technical design and build specification of the Disaster Recovery System;
- 5.3.2 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
  - (a) data centre and disaster recovery site audits;
  - (b) backup methodology and details of the Supplier's approach to data back-up and data verification;

- (c) identification of all potential disaster scenarios;
  - (d) risk analysis;
  - (e) documentation of processes and procedures;
  - (f) hardware configuration details;
  - (g) network planning including details of all relevant data networks and communication links;
  - (h) invocation rules;
  - (i) Service recovery procedures; and
  - (j) steps to be taken upon resumption of the provision of Goods and/or Services to address any prevailing effect of the failure or disruption of the provision of Goods and/or Services;
- 5.3.3 any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Goods and/or Services during any period of invocation of the Disaster Recovery Plan;
- 5.3.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule 8; and
- 5.3.6 testing and management arrangements.

## **6. REVIEW AND AMENDMENT OF THE BCDR PLAN**

6.1 The Supplier shall review the BCDR Plan (and the risk analysis on which it is based):

- 6.1.1 on a regular basis and as a minimum once every six (6) months;
- 6.1.2 within three calendar months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 7; and
- 6.1.3 where the Customer requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this Call Off Schedule 8) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Customer for the Customer's approval. The costs of both Parties of any such additional reviews shall be met by the Customer except that the Supplier shall not be entitled to charge the Customer for any costs that it may incur above any estimate without the Customer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to paragraph 6.1 of this Call off Schedule 8 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Goods and/or Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within the period required by the BCDR Plan or, if no such period is required, within such period as the Customer shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Customer a report (a **“Review Report”**) setting out:

- 6.2.1 the findings of the review;
- 6.2.2 any changes in the risk profile associated with the provision of Goods and/or Services; and
- 6.2.3 the Supplier's proposals (the **“Supplier's Proposals”**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, services or systems provided by a third party.

6.3 Following receipt of the Review Report and the Supplier's Proposals, the Customer shall:

- 6.3.1 review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
- 6.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Customer.

6.4 If the Customer rejects the Review Report and/or the Supplier's Proposals:

- 6.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
- 6.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Customer's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 6.3 and 6.4 of this Call Off Schedule 8 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the Customer's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Goods and/or Services.

## **7. TESTING OF THE BCDR PLAN**

7.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to paragraph 7.2 of this Call Off Schedule 8, the Customer may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Customer considers it necessary, including where there has been any change to the Goods and/or Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

7.2 If the Customer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Customer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Customer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Each test shall be carried out under the supervision of the Customer or its nominee.

7.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Customer. Copies of live test data used in any such testing shall be (if so required by the Customer) destroyed or returned to the Customer on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Customer a report setting out:

- 7.5.1 the outcome of the test;
- 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
- 7.5.3 the Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.



7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Call Off Contract.

7.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Goods and/or Services or as otherwise reasonably requested by the Customer.

## **8. INVOCATION OF THE BCDR PLAN**

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

**CALL OFF SCHEDULE 9: EXIT MANAGEMENT****1. DEFINITIONS**

1.1 In this Call Off Schedule 9, the following definitions shall apply:

<b>"Exclusive Assets"</b>	means those Supplier Assets used by the Supplier or a Key Sub-Contractor which are used exclusively in the provision of the Goods and/or Services;
<b>"Exit Information"</b>	has the meaning given to it in paragraph 4.1 of this Call Off Schedule 9;
<b>"Exit Manager"</b>	means the person appointed by each Party pursuant to paragraph 3.4 of this Call Off Schedule 9 for managing the Parties' respective obligations under this Call Off Schedule 9;
<b>"Net Book Value"</b>	means the net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Customer of even date with this Call Off Contract;
<b>"Non-Exclusive Assets"</b>	means those Supplier Assets (if any) which are used by the Supplier or a Key Sub-Contractor in connection with the Goods and/or Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
<b>"Registers"</b>	means the register and configuration database referred to in paragraphs 3.1.1 and 3.1.2 of this Call Off Schedule 9;
<b>"Termination Assistance"</b>	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Customer pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in paragraph 6.1 of this Call Off Schedule 9;
<b>"Termination Assistance Period"</b>	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period

	may be extended pursuant to paragraph 6.2 of this Call Off Schedule 9;
<b>"Transferable Assets"</b>	means those of the Exclusive Assets which are capable of legal transfer to the Customer;
<b>"Transferable Contracts"</b>	means the Sub-Contracts, licences for Supplier Background IPR, Project Specific IPR, licences for Third Party IPR or other agreements which are necessary to enable the Customer or any Replacement Supplier to provide the Goods and/or Services or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in paragraph 9.2.1 of this Call Off Schedule 9;
<b>"Transferring Contracts"</b>	has the meaning given to it in paragraph 9.2.3 of this Call Off Schedule 9.

## 2. INTRODUCTION

2.1 This Call Off Schedule 9 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the Call Off Expiry Date and the transfer of service provision to the Customer and/or a Replacement Supplier.

2.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Goods and/or Services from the Supplier to the Customer and/or a Replacement Supplier at the Call Off Expiry Date.

## 3. OBLIGATIONS DURING THE CALL OFF CONTRACT PERIOD TO FACILITATE EXIT

3.1 During the Call Off Contract Period, the Supplier shall:

3.1.1 create and maintain a Register of all:

- (a) Supplier Assets, detailing their:
  - (i) make, model and asset number;
  - (ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
  - (iii) Net Book Value;
  - (iv) condition and physical location; and
  - (v) use (including technical specifications); and
- (b) 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 Goods and/or Services;

- 3.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Goods and/or Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Goods and/or Services and to enable the smooth transition of the Goods and/or Services with the minimum of disruption;
- 3.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and
- 3.1.4 at all times keep the Registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Goods and/or Services.

### 3.2 The Supplier shall:

- 3.2.1 procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Goods and/or Goods and/or Services under this Call Off Contract; and
- 3.2.2 (unless otherwise agreed by the Customer in writing) procure that all licences for Third Party IPR and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Customer to the Customer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Goods and/or Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.

3.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in paragraph 3.2.2 of this Call Off Schedule 9 which the Supplier proposes to enter into after the Call Off Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of goods and/or services to which the relevant agreement relates.

3.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Call Off Schedule 9 and provide written notification of such appointment to the other Party within three (3) months of the Call Off Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Call Off Schedule 9. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set

out in this Call Off Schedule 9. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Call Off Contract and all matters connected with this Call Off Schedule 9 and each Party's compliance with it.

#### **4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF GOODS AND/OR SERVICES**

4.1 On reasonable notice at any point during the Call Off Contract Period, the Supplier shall provide to the Customer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

- 4.1.1 details of the Service(s);
- 4.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
- 4.1.3 an inventory of Customer Data in the Supplier's possession or control;
- 4.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
- 4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Goods and/or Services;
- 4.1.6 all information relating to Transferring Supplier Employees or those who may be Transferring Supplier Employees' required to be provided by the Supplier under this Call Off Contract such information to include the Staffing Information as defined in Schedule 10 (Staff Transfer); and
- 4.1.7 such other material and information as the Customer shall reasonably require,

(together, the **"Exit Information"**).

4.2 The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this paragraph 4.2 of this Call Off Schedule 9 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).

4.3 The Supplier shall:

- 4.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Goods and/or Services and shall consult with the Customer regarding such proposed material changes; and
- 4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.

4.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than four (4) updates in any six (6) month period.

4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

4.5.1 prepare an informed offer for those Goods and/or Services; and

4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

## 5. EXIT PLAN

5.1 The Supplier shall, within three (3) months after the Call Off Commencement Date, deliver to the Customer an Exit Plan which:

5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Goods and/or Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;

5.1.2 complies with the requirements set out in paragraph 5.3 of this Call Off Schedule 9;

5.1.3 is otherwise reasonably satisfactory to the Customer.

5.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5.3 Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:

5.3.1 how the Exit Information is obtained;

5.3.2 the management structure to be employed during both transfer and cessation of the Goods and/or Services;

5.3.3 the management structure to be employed during the Termination Assistance Period;

5.3.4 a detailed description of both the transfer and cessation processes, including a timetable;

5.3.5 how the Goods and/or Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);

5.3.6 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon the Call Off Expiry Date together with any reasonable costs required to effect such transfer (and

the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Goods and/or Services will be available for such transfer);

- 5.3.7 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Goods and/or Services following the Call Off Expiry Date charged at rates agreed between the Parties at that time;
- 5.3.8 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
  - (a) used in the provision of the Goods and/or Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
  - (b) relating to the use and operation of the Goods and/or Services;
- 5.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Goods and/or Services;
- 5.3.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
- 5.3.11 proposals for the disposal of any redundant Goods and/or Services and materials;
- 5.3.12 procedures to:
  - (a) deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Call Off Schedule 10 (Staff Transfer);
  - (b) determine which Supplier Personnel are or are likely to become Transferring Supplier Employees; and
  - (c) identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Supplier Employees;
- 5.3.13 how each of the issues set out in this Call Off Schedule 9 will be addressed to facilitate the transition of the Goods and/or Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Goods and/or Services during the Termination Assistance Period; and
- 5.3.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order

to effect an orderly handover of the provision of the Goods and/or Services.

## 6. TERMINATION ASSISTANCE

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

- 6.1.1 the date from which Termination Assistance is required;
- 6.1.2 the nature of the Termination Assistance required; and
- 6.1.3 the period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) months after the date that the Supplier ceases to provide the Goods and/or Services.

6.2 The Customer shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the Supplier ceases to provide the Goods and/or Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect.

## 7. TERMINATION ASSISTANCE PERIOD

7.1 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:

- 7.1.1 continue to provide the Goods and/or Services (as applicable) and, if required by the Customer pursuant to paragraph 6.1 of this Call Off Schedule 9, provide the Termination Assistance;
- 7.1.2 in addition to providing the Goods and/or Services and the Termination Assistance, provide to the Customer any reasonable assistance requested by the Customer to allow the Goods and/or Services to continue without interruption following the termination or expiry of this Call Off Contract and to facilitate the orderly transfer of responsibility for and conduct of the Goods and/or Services to the Customer and/or its Replacement Supplier;
- 7.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer;



- 7.1.4 provide the Goods and/or Services and the Termination Assistance at no detriment to the Service Level Performance Measures, save to the extent that the Parties agree otherwise in accordance with paragraph 7.3; and
  - 7.1.5 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.
- 7.2 Without prejudice to the Supplier's obligations under paragraph 7.1.3 of this Call Off Schedule 9, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Variation Procedure.
- 7.3 If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Goods and/or Services and provision of the Termination Assist during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Level Performance Measure(s), the Parties shall vary the relevant Service Level Performance Measure(s) and/or the applicable Service Credits to take account of such adverse effect.

## **8. TERMINATION OBLIGATIONS**

- 8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 8.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Goods and/or Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall:
- 8.2.1 cease to use the Customer Data;
  - 8.2.2 provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);
  - 8.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;
  - 8.2.4 return to the Customer such of the following as is in the Supplier's possession or control:
    - (a) all materials created by the Supplier under this Call Off Contract in which the IPRs are owned by the Customer;
    - (b) any equipment which belongs to the Customer;
    - (c) any items that have been on-charged to the Customer, such as consumables; and

- (d) all Customer Property issued to the Supplier under Clause 31 of this Call Off Contract (Customer Property). Such Customer Property shall be handed back to the Customer in good working order (allowance shall be made only for reasonable wear and tear);
- (e) any sums prepaid by the Customer in respect of Goods and/or Services not Delivered by the Call Off Expiry Date;

8.2.5 vacate any Customer Premises;

8.2.6 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Goods and/or Services and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier and/or any Supplier Personnel;

8.2.7 provide access during normal working hours to the Customer and/or the Replacement Supplier for up to twelve (12) months after expiry or termination to:

- (a) such information relating to the Goods and/or Services as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Goods and/or Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph.

8.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Goods and/or Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Goods and/or Services or termination services or for statutory compliance purposes.

8.4 Except where this Call Off Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Goods and/or Services shall be terminated with effect from the end of the Termination Assistance Period.

## 9. ASSETS AND SUB-CONTRACTS

9.1 Following notice of termination of this Call Off Contract and during the Termination Assistance Period, the Supplier shall not, without the Customer's prior written consent:

- 9.1.1 terminate, enter into or vary any Sub-Contract;
- 9.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or
- 9.1.3 terminate, enter into or vary any licence for software in connection with the provision of Goods and/or Services.

9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 7.1.5 of this Call Off Schedule 9, the Customer shall provide written notice to the Supplier setting out:

- 9.2.1 which, if any, of the Transferable Assets the Customer requires to be transferred to the Customer and/or the Replacement Supplier (**"Transferring Assets"**);
- 9.2.2 which, if any, of:
  - (a) the Exclusive Assets that are not Transferable Assets; and
  - (b) the Non-Exclusive Assets,
 the Customer and/or the Replacement Supplier requires the continued use of; and
- 9.2.3 which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and/or the Replacement Supplier (the **"Transferring Contracts"**),

in order for the Customer and/or its Replacement Supplier to provide the Goods and/or Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and/or its Replacement Supplier requires to provide the Goods and/or Services or the Replacement Goods and/or Replacement Services.

9.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Call Off Contract Charges at the Call Off expiry Date, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Call Off Contract Charges.

9.4 Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.

9.5 Where the Supplier is notified in accordance with paragraph 9.2.2 of this Call Off Schedule 9 that the Customer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

9.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

9.5.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

9.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.

9.7 The Customer shall:

9.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

9.7.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

9.8 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.

9.9 The Supplier shall indemnify the Customer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Customer (and/or Replacement Supplier) pursuant to paragraph 9.6 of this Call Off Schedule 9 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

## **10. SUPPLIER PERSONNEL**

10.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Goods and/or Services or part of them for any reason, Call Off Schedule 10 (Staff Transfer) shall apply.

10.2 The Supplier shall not and shall procure that any relevant Sub-Contractor shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) without the prior written consent of the Customer to dissuade or discourage any employees engaged in the provision of the Goods and/or Services from transferring their employment to the Customer and/or the Replacement Supplier and/or Replacement Sub-Contractor.

10.3 During the Termination Assistance Period, the Supplier shall and shall procure that any relevant Sub-Contractor shall:

10.3.1 give the Customer and/or the Replacement Supplier and/or Replacement Sub-Contractor reasonable access to the Supplier's personnel and/or their consultation representatives to present the case for transferring their employment to the Customer and/or the Replacement Supplier and/or to discuss or consult on any measures envisaged by the Customer, Replacement Supplier and/or Replacement Sub-Contractor in respect of persons expected to be Transferring Supplier Employees;

10.3.2 co-operate with the Customer 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.

10.4 The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

10.5 The Supplier shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Customer and/or the Replacement Supplier except that this paragraph 10.5 shall not apply where an offer is made pursuant to an express right to make such offer under Call Off Schedule 10.1 (Staff Transfer) in respect of a Transferring Supplier Employee not identified in the Supplier's Final Supplier Personnel List.

## 11. CHARGES

11.1 Except as otherwise expressly specified in this Call Off Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Call Off Schedule 9 including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

## 12. APPORTIONMENTS

12.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

12.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

12.1.2 the Customer shall be responsible for (or shall procure that the Replacement Supplier shall be responsible for) or entitled to (as the case

may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

12.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

12.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under paragraph 12.1 of this Call Off Schedule 9 as soon as reasonably practicable.

**CALL OFF SCHEDULE 10: STAFF TRANSFER****1. DEFINITIONS**

In this Call Off Schedule 10, the following definitions shall apply:

<b>“Admission Agreement”</b>	An admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Services;
<b>“Eligible Employee”</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
<b>“Fair Deal Employees”</b>	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Call Off Schedule 10 applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);
<b>“Former Supplier”</b>	a supplier supplying services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
<b>“New Fair Deal”</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
<b>“Notified Sub-Contractor”</b>	a Sub-Contractor identified in the Annex to this Call Off Schedule 10 to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
<b>“Replacement Sub-Contractor”</b>	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
<b>“Relevant Transfer”</b>	a transfer of employment to which the Employment Regulations applies;

<b>“Relevant Transfer Date”</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
<b>“Schemes”</b>	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 Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and “alpha” introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
<b>“Service Transfer”</b>	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
<b>“Service Transfer Date”</b>	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
<b>“Staffing Information”</b>	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 Customer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format: <ul style="list-style-type: none"> <li>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</li> <li>(b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of the employer or relevant contracting party;</li> <li>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li> <li>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</li> <li>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share</li> </ul>



option schemes and company car schedules applicable to them;

- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;

**“Supplier's Final Supplier Personnel List”**

a list provided by the Supplier of all Supplier Personnel who 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;

**“Transferring Customer Employees”**

those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;

**“Transferring Former Supplier Employees”**

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and

**“Transferring Supplier Employees”**

those employees of the Supplier and/or the Supplier’s Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

## 2. INTERPRETATION

Where a provision in this Call Off Schedule 10 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

## **PART A**

### **TRANSFERRING CUSTOMER EMPLOYEES AT COMMENCEMENT OF SERVICES**

#### **1. RELEVANT TRANSFERS**

1.1 The Customer and the Supplier agree that:

- 1.1.1 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 Customer Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Customer and the Transferring Customer 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 Notified Sub-Contractor and each such Transferring Customer Employee.

1.2 The Customer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Customer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Customer; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

#### **2. CUSTOMER INDEMNITIES**

2.1 Subject to Paragraph 2.2, the Customer shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

- 2.1.1 any act or omission by the Customer in respect of any Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee occurring before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Customer before the Relevant Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Customer Employees; and/or
  - (b) any custom or practice in respect of any Transferring Customer Employees which the Customer is contractually bound to honour;

- 2.1.3 any claim by any trade union or other body or person representing the Transferring Customer Employees arising from or connected with any failure by the Customer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
  - 2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Customer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
  - 2.1.5 a failure of the Customer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees arising before the Relevant Transfer Date;
  - 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Customer other than a Transferring Customer Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.1.7 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Customer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 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 Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Customer Employee before the Relevant Transfer Date on account of substantial detrimental

changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or

2.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Customer as a Transferring Customer Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Customer Employee, that his/her contract of employment has been transferred from the Customer to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer; and

2.3.2 the Customer may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as the Customer considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Customer shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
  - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer within 6 months of the Call Off Commencement Date.

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Customer nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

### **3. SUPPLIER INDEMNITIES AND OBLIGATIONS**

3.1 Subject to Paragraph 3.2 the Supplier shall indemnify the Customer against any Employee Liabilities arising from or as a result of:

- 3.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Customer Employees; and/or
  - (b) any custom or practice in respect of any Transferring Customer Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Customer Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

- 3.1.4 any proposal by the Supplier or a Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Customer Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Customer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring Customer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Customer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Customer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.

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

3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Customer Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Customer and the Supplier.

#### **4. INFORMATION**

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer in writing such information as is necessary to enable the Customer to carry out its duties under regulation 13 of the Employment Regulations. The Customer shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

#### **5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

5.1 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.

5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Customer Employee as set down in:

5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

5.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.2.4 the New Fair Deal.

5.3 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**

The Supplier shall, and/or shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.



## **ANNEX TO PART A: PENSIONS**

### **1. PARTICIPATION**

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

- 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
- 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Customer if the Supplier breaches any obligations it has under the Admission Agreement;
- 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
- 1.2.4 agree that the Customer may terminate this Call Off Contract in the event that the Supplier breaches the Admission Agreement:
  - (a) and that breach is not capable of being remedied; or
  - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it.

1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

### **2. FUTURE SERVICE BENEFITS**

2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to 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 Schemes for service from (and including) the Relevant Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly

comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

- 2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

### **3. FUNDING**

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

### **4. PROVISION OF INFORMATION**

The Supplier and the Customer respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

### **5. INDEMNITY**

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate 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 Schemes.

### **6. EMPLOYER OBLIGATION**

The Supplier shall comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

### **7. SUBSEQUENT TRANSFERS**

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement

Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and

7.3 for the applicable period either:

- 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or
- 7.3.2 after the date which is two (2) years prior to the date of expiry of this Call Off Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

## **8. BULK TRANSFER**

8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

- 8.1.1 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;
- 8.1.2 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 the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 8.1.3 allow, 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 Schemes 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 Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
- 8.1.4 indemnify the Customer on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

## **PART B**

### **TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES**

#### **1. RELEVANT TRANSFERS**

1.1 The Customer and the Supplier agree that:

- 1.1.1 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
- 1.1.2 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 Notified Sub-Contractor and each such Transferring Former Supplier Employee.

1.2 Subject to Paragraph 6, the Customer 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 the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Customer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

#### **2. FORMER SUPPLIER INDEMNITIES**

2.1 Subject to Paragraphs 2.2 and 6, the Customer shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

- 2.1.1 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;

- 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
  - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
- 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Call Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or

any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 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 Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or

2.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Customer as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, to the Former Supplier; and

2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable

proper employment procedures set out in Law, the Customer shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

**2.7 The indemnity in Paragraph 2.6:**

**2.7.1 shall not apply to:**

- (a) any claim for:
  - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
  - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

**2.7.2** shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer and, if applicable, the Former Supplier, within 6 months of the Call Off Commencement Date.

**2.8** If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

### **3. SUPPLIER INDEMNITIES AND OBLIGATIONS**

**3.1** Subject to Paragraph 3.2, the Supplier shall indemnify the Customer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

- 3.1.1** any act or omission by the Supplier or any Sub-Contractor 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;
- 3.1.2** the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
  - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;



- 3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
  - 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
  - 3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.
- 3.2 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.
- 3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

#### 4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, the Customer shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

## 5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

- 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- 5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
- 5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- 5.1.4 the New Fair Deal.

5.2 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 Variation Procedure.

## 6. PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B the Customer 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 Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## 7. PENSIONS

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex.

## **ANNEX TO PART B: PENSIONS**

### **1. PARTICIPATION**

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

- 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
- 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Customer if the Supplier breaches any obligations it has under the Admission Agreement;
- 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
- 1.2.4 agree that the Customer may terminate this Call Off Contract for material default in the event that the Supplier breaches the Admission Agreement:
  - (a) and that breach is not capable of being remedied; or
  - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it.

1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

### **2. FUTURE SERVICE BENEFITS**

2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to 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 Schemes for service from (and including) the Relevant Transfer Date.

2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

### **3. FUNDING**

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

### **4. PROVISION OF INFORMATION**

The Supplier and the Customer respectively undertake to each other:

4.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and

4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

### **5. INDEMNITY**

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate 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 Schemes.

### **6. EMPLOYER OBLIGATION**

The Supplier shall comply with the requirements of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

### **7. SUBSEQUENT TRANSFERS**

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
- 7.3 for the applicable period either
  - 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or
  - 7.3.2 after the date which is two (2) years prior to the date of expiry of this Call Off Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

## **8. BULK TRANSFER**

- 8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:
  - 8.1.1 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;
  - 8.1.2 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 the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
  - 8.1.3 allow, 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 Schemes 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 Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and

- 8.1.4 indemnify the Customer on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

## **PART C**

### **NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES**

#### **1. PROCEDURE IN THE EVENT OF TRANSFER**

- 1.1 The Customer 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 Customer and/or any Former Supplier.
- 1.2 If any employee of the Customer and/or a Former Supplier claims, or it is determined in relation to any employee of the Customer and/or a Former Supplier, that his/her contract of employment has been transferred from the Customer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 1.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, give notice to the Former Supplier; and
  - 1.2.2 the Customer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Customer or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Customer and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
- 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved,
- the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

#### **2. INDEMNITIES**

- 2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Customer shall:
- 2.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Customer referred to in Paragraph 1.2 made

pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 2.1.2 subject to paragraph 3, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in Paragraph 1.2 is neither re-employed by the Customer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Customer and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Customer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.

2.4 The indemnities in Paragraph 2.1:

2.4.1 shall not apply to:

- (a) any claim for:
  - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
  - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and

2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-Contractor to the Customer and, if applicable, Former Supplier within 6 months of the Call Off Commencement Date.



### **3. PROCUREMENT OBLIGATIONS**

Where in this Part C the Customer 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 Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## PART D EMPLOYMENT EXIT PROVISIONS

### 1. PRE-SERVICE TRANSFER OBLIGATIONS

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

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

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

1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:

- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

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

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

1.5 From the date of the earliest event referred to in Paragraph 1.1, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):

- 1.5.1 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;

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

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

- 1.6 During the Term, the Supplier shall provide, and shall procure that each SubContractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Call Off Schedule 10 or paragraph 2.3 of the Annex (Pensions) to Part B of this Call Off Schedule 10 (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

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

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

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

## **2. EMPLOYMENT REGULATIONS EXIT PROVISIONS**

- 2.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Call Off Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-Contractor 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 (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any

necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.

2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of:

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

- 2.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Call Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Customer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

- 2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Customer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer of employment has been made;
  - 2.7.2 such offer has been made but not accepted; or
  - 2.7.3 the situation has not otherwise been resolved
- the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
    - (a) any claim for:
      - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
      - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor;  
or
    - (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement

Sub-Contractor neglected to follow a fair dismissal procedure; and

- 2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Sub-Contractor to the Supplier within six (6) months of the Service Transfer Date.
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- 2.11.1 the Supplier and/or any Sub-Contractor; and
- 2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.
- 2.12 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and any Replacement Supplier and/or Replacement Sub-Contractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Customer shall procure that the Replacement Supplier and/or Replacement Sub-Contractor, shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs the Customer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;



- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
  - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

- (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

2.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.

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

**ANNEX TO SCHEDULE 10: LIST OF NOTIFIED SUB-CONTRACTORS**

**CALL OFF SCHEDULE 11: DISPUTE RESOLUTION PROCEDURE****1. DEFINITIONS**

1.1 In this Call Off Schedule 11, the following definitions shall apply:

<b>"CEDR"</b>	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
<b>"Counter Notice"</b>	has the meaning given to it in paragraph 6.2 of this Call Off Schedule 11;
<b>"Exception"</b>	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Goods and/or Services;
<b>"Expert"</b>	the person appointed by the Parties in accordance with paragraph 5.2 of this Call Off Schedule 11;
<b>"Extraordinary Meeting"</b>	a meeting, attended in person or over a conference call, held by the Parties in an attempt to resolve the Dispute in good faith in accordance with paragraphs 2.5 and 2.6 of this Call Off Schedule 11;
<b>"Mediator"</b>	the independent third party appointed in accordance with paragraph 4.2 of this Call Off Schedule 11; and
<b>"Senior Officers"</b>	are senior officials of the Customer and Supplier that have been instructed by the Customer Representative and Supplier Representative respectively to resolve the Dispute by commercial negotiation.

**2. INTRODUCTION**

2.1 The Parties shall seek to resolve a Dispute:

- 2.1.1 first in good faith (as prescribed in paragraphs 2.4 to 2.8 of this Call Off Schedule 11);
- 2.1.2 where the Dispute has not been resolved by good faith, the Parties shall attempt to resolve the Dispute by commercial negotiation (as prescribed in paragraph 3 of this Call Off Schedule 11);
- 2.1.3 where the Dispute has not been resolved in good faith and commercial negotiation has been unsuccessful in resolving the Dispute, then either Party may serve a Dispute Notice and shall attempt to resolve the Dispute through mediation (as prescribed in paragraph 4 of this Call Off Schedule 11); and

- 2.1.4 if mediation is not agreed by the Parties, the Parties may proceed to arbitration (as prescribed in paragraph 6 of this Call Off Schedule 11) or litigation (in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction)).
- 2.2 Specific issues may be referred to Expert Determination (as prescribed in paragraph 5 of this Call Off Schedule 11) where specified under the provisions of this Call Off Contract and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 of this Call Off Schedule 11.
- 2.3 Save in relation to paragraph 4.5, the Parties shall bear their own legal costs in resolving Disputes under this Call Off Schedule 11.

#### Good faith discussions

- 2.4 Pursuant to paragraph 2.1.1 of this Call Off Schedule 11, if any Dispute arises the Customer Representative and the Supplier Representative shall attempt first to resolve the Dispute in good faith, which may include (without limitation) either Party holding an Extraordinary Meeting.
- 2.5 Either Party may hold an Extraordinary Meeting by serving written notice. The written notice must give the receiving party at least five (5) Working Days notice of when the Extraordinary Meeting is to take place.
- 2.6 The Customer Representative and Supplier Representative shall attend the Extraordinary Meeting. The key personnel of the Parties may also attend the Extraordinary Meeting.
- 2.7 The representatives of the Parties attending the Extraordinary Meeting shall use their best endeavours to resolve the Dispute.
- 2.8 If the Dispute is not resolved at the Extraordinary Meeting then the Parties may attempt to hold additional Extraordinary Meetings in an attempt to resolve the Dispute. If the Extraordinary Meetings are unsuccessful in resolving the Dispute or the Dispute has not been resolved through good faith discussions thirty (30) Working Days from when they first started, the Parties shall attempt to resolve the Dispute by commercial negotiation.

### **3. COMMERCIAL NEGOTIATIONS**

- 3.1 Where the Parties have been unable to resolve the Dispute in good faith under paragraphs 2.4 to 2.8 of this Call Off Schedule 11, pursuant to paragraph 2.1.2 the Customer and the Supplier shall use reasonable endeavours to resolve the Dispute by discussion between Senior Officers.
- 3.2 Senior Officers shall resolve the Dispute as soon as possible and in any event thirty (30) Working Days from the date Parties agree good faith discussions were deemed unsuccessful.
- 3.3 If Senior Officers:

- 3.3.1 are of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or
  - 3.3.2 fail to resolve the Dispute in the timelines under paragraph 3.2 of this Call Off Schedule 11,
- commercial negotiations shall be deemed unsuccessful and either Party may serve a Dispute Notice in accordance with paragraphs 3.4 and 3.5 of this Call Off Schedule 11.

#### Dispute Notice

3.4 The Dispute Notice shall set out:

- 3.4.1 the material particulars of the Dispute;
- 3.4.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
- 3.4.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 7 of this Call Off Schedule 11, the reason why.

3.5 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Call Off Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

#### **4. MEDIATION**

- 4.1 Pursuant to paragraph 2.1.3 of this Call Off Schedule 11, if a Dispute Notice is served, the Parties shall attempt to resolve the Dispute by way of mediation. The Parties may follow the CEDR's Model Mediation Procedure which is current at the time the Dispute Notice is served (or such other version as the Parties may agree) or a mediation procedure that is agreed between the Parties.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Dispute Notice then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If neither Party applies to CEDR to nominate the Mediator or an application to CEDR is unsuccessful under paragraph 4.2 of this Call Off Schedule 11, either Party may proceed to:
  - 4.3.1 hold further discussions between Senior Officers; or
  - 4.3.2 an Expert determination, as prescribed in paragraph 5 of this Call Off Schedule 11; or
  - 4.3.3 arbitration, as prescribed in paragraph 6 of this Call Off Schedule 11; or

4.3.4 litigation in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction).

4.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

4.5 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

4.6 The costs of any mediation procedure used to resolve the Dispute under this paragraph 4 of this Call Off Schedule 11 shall be shared equally between the Parties.

## **5. EXPERT DETERMINATION**

5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Goods and/or Services or otherwise relates to a technical matter of an accounting or financing nature (as the Parties may agree), either Party may request (such request shall not be unreasonably withheld or delayed by the Parties) by written notice to the other that the Dispute is referred to an Expert for determination.

5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the relevant professional body.

5.3 The Expert shall act on the following basis:

5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;

5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;

5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;

5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;

- 5.3.5 the process shall be conducted in private and shall be confidential; and
- 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

## 6. ARBITRATION

6.1 Either of the Parties may, at any time before court proceedings are commenced and after the Parties have attempted to resolve the Dispute in good faith, by commercial negotiation, mediation and Expert determination (if applicable), refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4 of this Call Off Schedule 11.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Customer of its intentions and the Customer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a **"Counter Notice"**) on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 of this Call Off Schedule 11 or be subject to the jurisdiction of the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

6.3 If:

- 6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 of this Call Off Schedule 11 shall apply;
- 6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 61 of this Call Off Contract (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;
- 6.3.3 the Customer does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 6.2 of this Call Off Schedule 11, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 of this Call Off Schedule 11 or commence court proceedings in the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3 of this Call Off Schedule 11, the Parties hereby confirm that:

- 6.4.1 all disputes, issues or claims arising out of or in connection with this Call Off Contract (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (**"LCIA"**) (subject to paragraphs **Error! Reference source not found.** and 6.4.6 of this Call Off Schedule 11);
- 6.4.2 the arbitration shall be administered by the LCIA;



- 6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Call Off Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- 6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- 6.4.5 the arbitration proceedings shall take place in London and in the English language; and
- 6.4.6 the seat of the arbitration shall be London.

## **7. EXPEDITED DISPUTE TIMETABLE**

- 7.1 In exceptional circumstances where the use of the times in this Call Off Schedule 11 would be considered unreasonable by the Parties, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Customer.
- 7.2 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 7.1 of this Call Off Schedule 11 or is otherwise specified under the provisions of this Call Off Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Call Off Schedule 11:
  - 7.2.1 in paragraph 2.8, fourteen (14) Working Days;
  - 7.2.2 in paragraph 3.2, ten (10) Working Days;
  - 7.2.3 in paragraph 4.2, ten (10) Working Days;
  - 7.2.4 in paragraph 5.2, five (5) Working Days; and
  - 7.2.5 in paragraph 6.2, ten (10) Working Days.
- 7.3 If at any point it becomes clear that an applicable deadline under paragraph 7.2 of this Call Off Schedule 11 cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the relevant deadline.
- 7.4 If, pursuant to paragraph 7.2 of this Call Off Schedule 11, the Parties fail to agree within two (2) Working Days after the relevant deadline has passed, the Customer may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable paragraphs under paragraph 7.2 (or no less than two (2) Working Days in the case of Paragraph 5.2 of this Call Off Schedule 11).

7.5 Any agreed extension under paragraph 7.2 of this Call Off Schedule 11 shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Customer fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

## **8. URGENT RELIEF**

8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

- 8.1.1 for interim or interlocutory remedies in relation to this Call Off Contract or infringement by the other Party of that Party's Intellectual Property Rights; or
- 8.1.2 where compliance with paragraph [2.1] of this Call Off Schedule 11 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period; or
- 8.1.3 if the Parties fail to resolve the Dispute following good faith discussions and commercial negotiations and mediation (where applicable) is unsuccessful within 60 working days or such period as may be agreed by the Parties then any Dispute between the Parties may be referred to the Courts.

## CALL OFF SCHEDULE 12: VARIATION FORM

Number: 00X

Variation Form (VF). No (xxx):	DIT Variation Form Title			Supplier Ref. No (xxx):
Date Original Request Received:	Summary Impact Analysis			Date of Original VF Draft:
	High	Medium	Low	
Required Go Live Date:			Current VF Issue Date:	

1. This Call Off Contract is varied as follows as per Clause 22.1 of the Call Off Contract.

2. Noting that:

- i. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
- ii. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

## Activity Description – The Variation

- A description of any activities HGS will undertake to deliver the Variation
- Proposals for Acceptance Criteria for the delivery of the Variation

## Change Outputs – Deliverables

- A statement of the outputs that HGS will deliver in response to the VF Request
- A statement of any component elements of the proposal that are essential to the delivery of the Variation, and those that are optional

## Variation Timescales – The Plan

- The timescales and a plan for the delivery of the outputs

## Outputs Impact Assessment

- An assessment of the impact that the deployment of the activities will have on the Services, Infrastructure and Service Levels (including any delays to current agreements, or any documentation changes)

## Activity Breakdown

- A breakdown & justification of the activities against any charges that will be made to deliver them
- All Charges quoted are net of VAT. The standard VAT rate will apply

--

**Out of Scope**

- *Detail of any activity that is out of Scope for this Variation – if any*
- *Considerations include, but not limited to IT, MI Reporting, WFM, additional volume, training etc*

--

**Consequential / 3<sup>rd</sup> party Activities**

- *A statement of consequential activities/responsibilities that Partner will need to take on in order for HGS to successfully complete/deliver their outputs – if any*
- *Any dependencies on third parties or other activities that will need to be managed as part of delivery by Partner – if any*

--

**Contract / Commercial**

- *Any contractual implications, additional terms and conditions or other drafting changes that HGS wishes to impose in the Agreement.*

--

**Payment Terms**

- *The Changes to the Charges and details of any terms of payment, or discounts that will be applied in relation to the delivery of the Variation*

HGS will invoice for work as part of the BAU invoice process

Payment terms as per the contract

HGS requires a Purchase Order to be raised in advance for the full amount quoted

This quote is valid for 30 days

**Further Information (Appendix)**

- *Any further information required to support or deliver the Variation*

--

**Supplier – Authority To Proceed**

Company:	HGS
Author's Name:	[REDACTED]
Author's Role:	Chief Executive Officer - Europe

Email Address:	[REDACTED]
Telephone Number:	[REDACTED]
Signature:	

<b>Customer – Authority to Proceed</b>	
Company:	
Author's Name:	
Author's Role:	
Email Address:	
Telephone Number:	
Signature:	

**CALL OFF SCHEDULE 13: TRANSPARENCY REPORTS**

- 1.1 Within three (3) months from the Call Off Commencement Date or the date so specified by the Customer in the Call Off Order Form the Supplier shall provide to the Customer for Approval (the Customer's decision to approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements in Annex 1 below.
- 1.2 If the Customer rejects any proposed Transparency Report, the Supplier shall submit a revised version of the relevant report for further Approval by the Customer 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 Customer. If the Parties fail to agree on a draft Transparency Report the Customer shall determine what should be included.
- 1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Customer at the frequency referred to in Annex 1 of this Call Off Schedule 13 below.
- 1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
- 1.5 The requirements in this Call Off Schedule 13 are in addition to any other reporting requirements in this Call Off Contract.

**ANNEX 1: LIST OF TRANSPARENCY REPORTS**

<b>TITLE</b>	<b>CONTENT</b>	<b>FORMAT</b>	<b>FREQUENCY</b>
Open book profit reporting	Open book profit reporting from suppliers, providing detail on the profit levels achieved from this agreement.	To be agreed within thirty (30) days of Call Off Commencement Date in line with the requirements set out in Call Off Schedule 2.	To be agreed within thirty (30) days of Call Off Commencement Date in line with the requirements set out in Call Off Schedule 2.
Audit Reports	To be agreed within thirty (30) days of Call Off Commencement Date in line with the requirements set out in Call Off Schedule 2.	To be agreed within thirty (30) days of Call Off Commencement Date in line with the requirements set out in Call Off Schedule 2.	To be agreed within thirty (30) days of Call Off Commencement Date in line with the requirements set out in Call Off Schedule 2.

## **CALL OFF SCHEDULE 14: ALTERNATIVE AND/OR ADDITIONAL CLAUSES**

### **1. INTRODUCTION**

- 1.1 This Call Off Schedule 14 specifies the range of Alternative Clauses and Additional Clauses that may be requested in the Call Off Order Form and, if requested in the Call Off Order Form, shall apply to this Call Off Contract.

### **2. CLAUSES SELECTED**

- 2.1 The Customer may, in the Call Off Order Form, request the following Alternative Clauses:

- 2.1.1 Scots Law (see paragraph 4.1 of this Call Off Schedule 14);
- 2.1.2 Northern Ireland Law (see paragraph 4.2 of this Call Off Schedule 14);
- 2.1.3 Non-Crown Bodies (see paragraph 4.3 of this Call Off Schedule 14);
- 2.1.4 Non-FOIA Public Bodies (see paragraph 4.4 of this Call Off Schedule 14);
- 2.1.5 Financial Limits (see paragraph 4.5 of this Call Off Schedule 14).

- 2.2 The Customer may, in the Call Off Order Form, request the following Additional Clauses should apply:

- 2.2.1 Security Measures (see paragraph 5.1 of this Call Off Schedule 14);
- 2.2.2 NHS Additional Clauses (see paragraph 6.1 of this Call Off Schedule 14)
- 2.2.3 MOD ("Ministry of Defence") Additional or Alternative Clauses (see paragraph 7 of this Call Off Schedule 14)
- 2.2.4 Obligations to Advertise Supply Chain Opportunities (see paragraph 8 of this Call Off Schedule 14)
- 2.2.5 Department for Work and Pensions ("DWP") Additional or Alternative Clauses (see paragraph 9 of this Call Off Schedule 14)

### **3. IMPLEMENTATION**

- 3.1 The appropriate changes have been made in this Call Off Contract to implement the Alternative and/or Additional Clauses specified in paragraph 2.1 of this Call Off Schedule 14 and the Additional Clauses specified in paragraphs 2.2 and 2.2.1 of this Call Off Schedule 14 shall be deemed to be incorporated into this Call Off Contract.

### **4. ALTERNATIVE CLAUSES**

#### **4.1 SCOTS LAW**

##### **4.1.1 Law and Jurisdiction (Clause 57)**

- (a) References to "England and Wales" in the original Clause 57 of this Call Off Contract (Law and Jurisdiction) shall be replaced with "Scotland".



- (b) Where legislation is expressly mentioned in this Call Off Contract the adoption of Clause 4.1.1 (a) shall have the effect of substituting the equivalent Scots legislation.

#### 4.2 NORTHERN IRELAND LAW

##### 4.2.1 Law and Jurisdiction (Clause 57)

- (a) References to "England and Wales" in the original Clause 57 of this Call Off Contract (Law and Jurisdiction) shall be replaced with "Northern Ireland".
- (b) Where legislation is expressly mentioned in this Call Off Contract the adoption of Clause 4.1.1(a) shall have the effect of substituting the equivalent Northern Ireland legislation.

##### 4.2.2 Insolvency Event

In Call Off Schedule 1 (Definitions), reference to "section 123 of the Insolvency Act 1986" in limb f) of the definition of Insolvency Event shall be replaced with "Article 103 of the Insolvency (NI) Order 1989".

#### 4.3 NON-CROWN BODIES

Clause 46.3.1(a) of this Call Off Contract (Official Secrets Act and Finance Act) shall be deleted.

#### 4.4 NON-FOIA PUBLIC BODIES

Replace Clause 34.4 of this Call Off Contract (Transparency and Freedom of Information) with "The Customer has notified the Supplier that the Customer is exempt from the provisions of FOIA and EIR."

#### 4.5 FINANCIAL LIMITS

In Clause 36.2.1(b)(i) remove the monetary amount and the percentage stated therein and replace respectively with:

[enter monetary amount in words] [£ X]

[enter percentage in words] [£ X]

In Clause 36.2.1(b)(ii) remove the monetary amount and the percentage stated therein and replace respectively with:

[enter monetary amount in words] [£ X]

[enter percentage in words] [£ X]

In Clause 36.2.1(b)(iii) remove the monetary amount and the percentage stated therein and replace respectively with:

[enter monetary amount in words] [£ X]

[enter percentage in words] [£ X]

### 5. ADDITIONAL CLAUSES: GENERAL

## 5.1 SECURITY MEASURES

- 5.1.1 The following definitions to be added to Call Off Schedule 1 (Definitions) to the Call Off Order Form and the Call Off Terms:

**"Document"** includes specifications, plans, drawings, photographs and books;

**"Secret Matter"** means any matter connected with or arising out of the performance of this Call Off Contract which has been, or may hereafter be, by a notice in writing given by the Customer to the Supplier be designated 'top secret', 'secret', or 'confidential';

**"Servant"** where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called.

- 5.1.2 The following new Clause [58] shall apply:

### 58. [SECURITY MEASURES]

- 58.1. The Supplier shall not, either before or after the completion or termination of this Call Off Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a secret matter being:
- 58.1.1. without the prior consent in writing of the Customer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;
  - 58.1.2. disclosed to or acquired by a person as respects whom the Customer has given to the Supplier a notice in writing which has not been cancelled stating that the Customer requires that secret matters shall not be disclosed to that person;
  - 58.1.3. without the prior consent in writing of the Customer, disclosed to or acquired by any person who is not a servant of the Supplier; or
  - 58.1.4. disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Call Off Contract that such person shall have the information.
- 58.2. Without prejudice to the provisions of Clause 58.1, the Supplier shall, both before and after the completion or termination of this Call Off Contract, take all reasonable steps to ensure:
- 58.2.1. no such person as is mentioned in Clauses 58.1, 58.1.1 or 58.1.2 hereof shall have access to any item or document under the control of the Supplier containing information about a secret matter except with the prior consent in writing of the Customer;
  - 58.2.2. that no visitor to any premises in which there is any item to be supplied under this Call Off Contract or where

- Goods and/or Services are being supplied shall see or discuss with the Supplier or any person employed by him any secret matter unless the visitor is authorised in writing by the Customer so to do;
- 58.2.3. that no photograph of any item to be supplied under this Call Off Contract or any portions of the Goods and/or Services shall be taken except insofar as may be necessary for the proper performance of this Call Off Contract or with the prior consent in writing of the Customer, and that no such photograph shall, without such consent, be published or otherwise circulated;
  - 58.2.4. that all information about any secret matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Call Off Contract or with the prior consent in writing of the Customer, no copies of or extracts from any such document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and
  - 58.2.5. that if the Customer gives notice in writing to the Supplier at any time requiring the delivery to the Customer of any such document, model or item as is mentioned in Clause 58.2.3, that document, model or item (including all copies of or extracts therefrom) shall forthwith be delivered to the Customer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.
- 58.3. The decision of the Customer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of Clause 58 shall be final and conclusive.
  - 58.4. If and when directed by the Customer, the Supplier shall furnish full particulars of all people who are at any time concerned with any secret matter.
  - 58.5. If and when directed by the Customer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of a Call Off Contract.
  - 58.6. If, at any time either before or after the expiry or termination of this Call Off Contract, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has

sought to obtain information concerning this Call Off Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Customer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.

- 58.7. The Supplier shall place every person employed by it, other than a Sub-Contractor, who in its opinion has or will have such knowledge of any secret matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 58.1 and 58.2 and shall, if directed by the Customer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any secret matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of Clause 58 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.
- 58.8. The Supplier shall, if directed by the Customer, include in the Sub-Contract provisions in such terms as the Customer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by Clause 58, but with such variations (if any) as the Customer may consider necessary. Further the Supplier shall:
- 58.8.1. give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under Clause 58 into operation in such cases and to such extent as the Customer may direct;
  - 58.8.2. if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of Clause 58, notify such breach forthwith to the Customer; and
  - 58.8.3. if and when so required by the Customer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 58.11.

- 58.9. The Supplier shall give the Customer such information and particulars as the Customer may from time to time require for the purposes of satisfying the Customer that the obligations imposed by or under the foregoing provisions of Clause 58 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Customer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Call Off Contract or in which there is or will be any item to be supplied under this Call Off Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Call Off Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.
- 58.10. Nothing in Clause 58 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.
- 58.11. If the Customer shall consider that any of the following events has occurred:
- 58.11.1. that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of Clause 58;  
or
  - 58.11.2. that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Customer, or with any department or person acting on behalf of the Crown;  
or
  - 58.11.3. that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in 58.11.2, information about a secret matter has been or is likely to be acquired by a person who, in the opinion of the Customer, ought not to have such information;
- and shall also decide that the interests of the State require the termination of this Call Off Contract, the Customer may by notice in writing terminate this Call Off Contract forthwith.
- 58.12. A decision of the Customer to terminate this Call Off Contract in accordance with the provisions of Clause 58.11 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Customer's decision is based.
- 58.13. Supplier's notice

- 58.13.1. The Supplier may within five (5) Working Days of the termination of this Call Off Contract in accordance with the provisions of Clause 58.11, give the Customer notice in writing requesting the Customer to state whether the event upon which the Customer's decision to terminate was based is an event mentioned in Clauses 58.11, 58.11.1 or 58.11.2 and to give particulars of that event; and
- 58.13.2. the Customer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.
- 58.14. Matters pursuant to termination
  - 58.14.1. The termination of this Call Off Contract pursuant to Clause 58.11 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;
  - 58.14.2. The Supplier shall be entitled to be paid for any work or thing done under this Call Off Contract and accepted but not paid for by the Customer at the date of such termination either at the price which would have been payable under this Call Off Contract if this Call Off Contract had not been terminated, or at a reasonable price;
  - 58.14.3. The Customer may take over any work or thing done or made under this Call Off Contract (whether completed or not) and not accepted at the date of such termination which the Customer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of Clause 58 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Customer, deliver any work or thing taken over under this Clause, and take all such other steps as may be reasonably necessary to enable the Customer to have the full benefit of any work or thing taken over under this Clause; and
  - 58.14.4. Save as aforesaid, the Supplier shall not be entitled to any payment from the Customer after the termination of this Call Off Contract
- 58.15. If, after notice of termination of this Call Off Contract pursuant to the provisions of 58.11:
  - 58.15.1. the Customer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a

- statement and particulars as are detailed in Clause 58.13.1; or
- 58.15.2. the Customer shall state in the statement and particulars detailed in Clause 58.13.2. that the event upon which the Customer's decision to terminate this Call Off Contract was based is an event mentioned in Clause 58.11.3, the respective rights and obligations of the Supplier and the Customer shall be terminated in accordance with the following provisions:
- 58.15.3. the Customer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Call Off Contract under the provisions of Clause 58.11 and properly provided by or supplied to the Supplier for the performance of this Call Off Contract, except such materials, bought-out parts and components and articles in course of manufacture as the Supplier shall, with the concurrence of the Customer, elect to retain;
- 58.15.4. the Supplier shall prepare and deliver to the Customer within an agreed period or in default of agreement within such period as the Customer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Customer and shall deliver such materials and items in accordance with the directions of the Customer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;
- 58.15.5. the Customer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Call Off Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Contract;
- 58.15.6. if hardship to the Supplier should arise from the operation of Clause 58.15 it shall be open to the Supplier to refer the circumstances to the Customer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Customer on any matter arising out of this Clause 58.15 shall be final and conclusive; and

subject to the operation of Clauses 58.15.3, 58.15.4, 58.15.5 and 58.15.6 termination of this Call Off Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.

## 6. NHS ADDITIONAL CLAUSES

6.1 The following new Clause [59] shall apply:

### **59. [CODING REQUIREMENTS]**

- 59.1. Unless otherwise confirmed and/or agreed by the Customer in writing and subject to Clause 59.2, the Supplier shall ensure comprehensive product information relating to each category of the Goods shall be placed by the Supplier into a GS1 certified data pool within the following timescales:
  - 59.1.1. Prior to or on the Commencement Date, in relation to all categories of Goods to be provided as part of the Call Off Contract as at the Commencement Date; or
  - 59.1.2. Where further categories of Goods are to be supplied in accordance with any Variation, prior to or on the date of implementation of such Variation.
- 59.2. Where it is not practical for whatever reason for the Supplier to comply with its obligations under Clause 59.1 within the timescales stated, the Supplier shall provide an implementation plan and suggested timetable within which the Supplier shall achieve such compliance. The implementation plan and suggested timetable must be submitted by the Supplier for agreement by the Customer prior to the first Delivery of relevant Goods under the Call Off Contract (such agreement not to be unreasonably withheld or delayed). Any failure by the Parties to agree such a timetable and implementation plan shall be referred to and resolved in accordance with Call Off Schedule 11: Dispute Resolution Procedure. Once a timetable and implementation plan have been agreed by the Customer, the Supplier shall comply with such timetable and plan as a condition of this Call Off Contract.
- 59.3. Once product information relating to the Goods is placed by the Supplier into a GS1 certified data pool, the Supplier shall, during the Call Off Contract Period, keep such information updated with any changes to the product data relating to the Goods.

## 7. MOD ADDITIONAL CLAUSES

7.1 The definition of Call Off Contract in Schedule 1 (Definitions) to the Call Off Terms shall be replaced with the following:



7.1.1 **"Call Off Contract"** means this written agreement between the Customer and the Supplier consisting of the Call Off Order Form and the Call Off Terms and the MoD Terms and Conditions.

7.2 The following definitions shall be inserted into in Schedule 1 (Definitions) to the Call Off Terms:

7.3 **"MoD Terms and Conditions"** means the contractual terms and conditions listed in Schedule [...] which form part of the Call Off Terms:

7.3.1 **"Site"** shall include any of Her Majesty's Ships or Vessels and Service Stations.

7.3.2 **"Officer in charge"** shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments.

7.4 The following clauses shall be inserted into Clause 2 of this Call Off Contract (Due Diligence):

7.5 The Supplier confirms that it has had the opportunity to review the MoD Terms and Conditions and has raised all due diligence questions in relation to those documents with the Customer prior to the Commencement Date.

7.5.1 Where required by the Customer, the Supplier shall take such actions as are necessary to ensure that the MoD Terms and Conditions constitute legal, valid, binding and enforceable obligations on the Supplier.

7.6 The following new Clause [60] shall apply:

**60. [ACCESS TO MOD SITES]**

60.1. In this Clause 60:

60.1.1. The Customer shall issue passes for those representatives of the Supplier who are approved for admission to the Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Customer and shall be surrendered on demand or on completion of the supply of the Goods and/or Services.

60.1.2. The Supplier's representatives when employed within the boundaries of a Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.

60.1.3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a Site. Sleeping accommodation and messing facilities, if required, may

be provided by the Customer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Call Off Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Customer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Customer with other evidence relating to the costs of this Call Off Contract.

- 60.1.4. Where the Supplier's representatives are required by this Call Off Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in this Call Off Contract. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Customer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Call Off Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 60.1.5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United

Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.

- 60.1.6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 60.1.7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 60.1.8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Customer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Customer shall be recovered from the Supplier.

7.7 The following new Call Off Schedule [16] shall apply:

**CALL OFF SCHEDULE [16]: MOD DEFCONS AND DEFFORMS**

The following MOD DEFCONS and DEFFORMs form part of this Call Off Contract:  
DEFCONS

DEFCON No	Version	Description

**DEFFORMs (Ministry of Defence Forms)**

DEFFORM No	Version	Description
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**[insert text of applicable DEFCONs and DEFFORMs]**

## **8. OBLIGATION TO ADVERTISE SUPPLY CHAIN OPPORTUNITIES**

8.1 The following new Clause **[61]** shall apply:

### **61. [Obligation to Advertise Supply Chain Opportunities]**

- 61.1. The Supplier shall ensure that all Sub-Contracts, which the Supplier intends to procure following date of this Call Off Contract, and which the Supplier has not, before the date of this Call Off Contract, already awarded to a particular Sub-Contractor, are:
  - 61.1.1. advertised; and
  - 61.1.2. awarded following a fair, transparent and competitive process proportionate to the nature and value of the Sub-Contract.
- 61.2. Any Sub-Contract awarded by the Supplier pursuant to Clause 61.1 must contain suitable provisions to impose, as between the parties of the Sub-Contract:
  - 61.2.1. requirements to the same effect as those in Clause 61.1; and
  - 61.2.2. a requirement for the Sub-Contractor to include in any Sub-Contract which it in turn awards, suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by this Clause 61.2.

## **9. OBLIGATION WITH RESPECT TO OFFHSORING DWP DATA**

9.1 The following new clause **[62]** shall apply:

- 62.1** In accordance with the DWP Offshoring Policy and while not in any way limiting any other provision of this Contract, the Contractor and any of its Sub-contractors, shall not offshore Authority Data (as described in the DWP Offshoring Policy) outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Contractor shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question.
- 62.2 Whereupon the Contractor wishes to offshore Authority Data, the Contractor shall provide a request to the Authority in the form detailed in Annex F Below.

- 62.3 Any breach by the Contractor of clause 62.1 shall be a material breach for the purposes of clause 41.2.1 (Termination on Default) and shall entitle the Authority (at its absolute discretion) to exercise its rights under the corresponding provisions of clause xx (Termination on Default).

**9.2 The following new Call Off Annex F shall apply:**

**OPTIONAL : ANNEX F**

**DWP Offshore Proposal Questionnaire**

The following information is required when notifying the Department of an intention to Offshore. This information will allow the Department to determine the process that is required to approve the Offshoring Proposal. Approval must be granted prior to the commencement of any offshore activity (including Landed Resources).

**1. Description of Business to be Offshored**

Guidance: Please provide a summary description of the work that is to be Offshored in business terms.

**1.1 TIMESCALES AND RELEASES**

Guidance: For development and testing activities, or other work of a limited lifecycle, please estimate the timeframe for the offshore work, and the relevant releases/phases for the systems involved.

**1.2 NUMBER OF STAFF**

Guidance: Please provide the estimated number of offshore staff who will be involved in this work, and describe their different roles.

**2.DWP Information, Systems or Services**

Guidance: Please provide details of the DWP Information, Systems or Services including expected quantities. Include the accreditation or assurance status of each system or service if known.

**2.1 SOLUTION DETAILS**

Guidance: Please describe the method of working that is proposed. This should be provided principally in terms of the DWP Information, Systems or Services involved, and how they are handled, stored, viewed, protected, etc.

The aspect of DWP Information, Systems or Services storage should consider permanent storage (such as a designated long-term repository), temporary storage (such as working on a checked out file before checking it back in), and transient storage (such as short term residence in communication devices).

## 2.2 **NETWORK**

Guidance: Please provide details of the network at the offshore locations, and of any network connectivity used to transfer DWP Information, Systems or Services to and/or from the offshore locations. Where possible, please provide diagrams that show where these are stored and transferred in terms of these networks.

## 2.3 **PROCESSES AND SYSTEMS USED ACROSS SITES**

Guidance: Please describe how the procedures and systems used by offshore staff interact with those onshore.

# 3. Offshore Locations

## 3.1 **ADDRESSES**

Guidance: Please provide the full address of the offshore locations. Where home-working is proposed, please provide the estimated number of home workers, and also describe the process for managing home-workers. Note that the actual addresses of home-workers need not, and should not, be provided.

## 3.2 **OTHER WORK AT THE SITES**

Guidance: Please provide a description of any other DWP work, and any non-DWP work, that is conducted at the sites. If this information cannot be provided, then please describe how the DWP can be assured that any other work at the sites will not compromise their security.

## 3.3 **STAFF CLEARANCE**

Guidance: Please provide details of the security clearance and employment checks for staff at the offshore locations. This should consider all staff at the site and not just those directly involved in the proposed work.

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#### 4. Legal Assessment

Guidance: Please identify any known local conditions that may impact the security of the Department's Information, Systems or Services or the enforcement of security requirements. Also detail whether there are any legal constraints, which need to be considered such as:

- Computer Misuse
- Use of encryption
- Confidentiality statements
- If personal information (staff or customer) is to be stored or accessed in the offshore location, then the Contractor must also provide details of arrangements made to ensure that comparable protection is provided as required by the Data Protection Legislation(e.g. Safe harbour agreements)"

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#### 5. Governance

Guidance: Please identify the person within the Contractor organisation with responsibility for the Offshoring. This person may be required to provide additional detail to support the Offshoring request, and may be contacted directly by the Departmental Security Team.

<b>Role</b>	
<b>Name</b>	
<b>Responsibility</b>	
<b>Organisation</b>	
<b>Contact Details</b>	
<b>Address</b>	
<b>Tel no</b>	
<b>E-mail</b>	

**CALL OFF SCHEDULE 15: CALL OFF TENDER****Q4 - Implementation**

HGS will use our proven Public Sector transition best practice (PRINCE2/ISO 9001) to successfully implement the Export Support Service (ESS) to meet the requirements set out within Attachment 3 – Specification of Requirements (SoR); 4.1 to 4.4, and Attachment 5 –; Clause 6 and Schedule 4. In the last 3 years we have successfully transitioned 12 new client projects, Five of these were procured through CCS framework RM3815, all with rigorous implementation and exit governance.

**A. Key transition Activities and Timescales**

HGS will manage the implementation to deliver the service live within 4 weeks, using a 4 phased approach within a documented Implementation Plan agreed as per SoR 3.1, milestone 1. This includes:

**1. Project Initiation** - Start Date: 25/08/21. End Date 15/09/21: Set up HGS and Customer project team and exec board, agreeing governance, project documentation, deliverables/timelines and risks/issues. A Project Brief captures the Customer agreed scope of transition and milestones.

**2. Planning** - Start Date: 26/08/21. End Date 24/09/21: Joint in-depth planning with DIT/ 3rd parties identified and aligning all elements of solution and dependencies to achieve the milestones in the SOR 4.1.

**3 & 4. Implementation & Go Live** - Start Date: 31/08/21. End Date 01/10/21: HGS' Project Team executes the plans and migration schedule as per the timelines in the implementation plan below which defines how each workstream will be delivered, detailing timelines, milestones and deliverables from contract award to service commencement (go live).

**5. Stabilisation:** Start Date: 18/10/21. End Date 11/11/21.  
The project team is engaged until the final tollgate/lessons learnt are Exit and BCDR Plans completed.



MILESTONE AND ACTIVITY	DURATION	START DATE	END DATE	DIT DEPENDENCY
<b>ESS Helpline</b>	<b>56 days</b>	<b>Wed 25/08/21</b>	<b>Thu 11/11/21</b>	
<b>Phase 1 - Initiation</b>	<b>15 days</b>	<b>Wed 25/08/21</b>	<b>Wed 15/09/21</b>	
Preferred bidder appointed	0 days	Wed 25/08/21	Wed 25/08/21	DIT confirm preferred bidder
Standstill period				Not required
Contract award	0 days	Wed 25/08/21	Wed 25/08/21	DIT sign the contract
Project Initiation (Project Brief Created/Signed and Project Kick Off)	13 days	Wed 25/08/21	Mon 13/09/21	DIT Subject Matter Experts (SME) input
Project Brief Agreed	0 days	Mon 13/09/21	Mon 13/09/21	DIT Approval
<b>Phase 2 - Requirements &amp; Planning</b>	<b>21 days</b>	<b>Thu 26/08/21</b>	<b>Fri 24/09/21</b>	
Update Project Plan following award	1 day	Mon 06/09/21	Mon 06/09/21	SME Input to confirm timings
Risk Management Processes agreed	1 day	Mon 06/09/21	Mon 06/09/21	DIT Approval
IT & Telephony - Document telephony, CRM, knowledgebase, API and laptop build	7 days	Thu 26/08/21	Mon 06/09/21	IT DIT SME Input & Approval
Workforce Management, Quality & Operations Frameworks	1 day	Fri 27/08/21	Fri 27/08/21	DIT SME Input & Approval
Review & issue the Quality Management Framework	1 day	Fri 27/08/21	Fri 27/08/21	DIT SME Input & Approval
ITHC Scope drafted and approved and sent to ITHC supplier	5 days	Tue 07/09/21	Mon 13/09/21	DIT Approval
ISMS Drafted Revised and Submitted	18 days	Fri 27/08/21	Wed 22/09/21	DIT IT Security Input
HR and Recruitment - FTE agreed, BPSS check reconfirmed, Ideal Employee Profile agreed, adverts placed internally	4 days	Fri 27/08/21	Thu 02/09/21	DIT SME Input
Recruitment Contingency, BPSS Checks	16 days	Tue 09/03/21	Tue 30/03/21	DIT SME Input
Training Plan agreed, create and review training materials, logins requested	15 days	Thu 26/08/21	Thu 16/09/21	DIT SME Input & Approval
Management Information Requirements	5 days	Thu 16/09/21	Wed 22/09/21	DIT SME Input & Approval
BCDR Plan Drafted, Reviewed and Submitted	7 days	Thu 16/09/21	Fri 24/09/21	DIT SME Input
Exit Plan Drafted, Reviewed and Submitted	5 days	Mon 20/09/21	Fri 24/09/21	DIT SME Input
<b>Phase 3 - Implementation</b>	<b>23 days</b>	<b>Tue 31/08/21</b>	<b>Thu 30/09/21</b>	
IT & Telephony	23 days	Tue 31/08/21	Thu 30/09/21	N/A
Telephony Build (call flows and announcements, transfers)	4 days	Tue 07/09/21	Fri 10/09/21	N/A
IT - Laptops, headsets	5 days	Mon 06/09/21	Fri 10/09/21	N/A
IT - CRM & Knowledge bank	17 days	Tue 07/09/21	Wed 29/09/21	N/A
IT - Data for APIs	2 days	Thu 09/09/21	Fri 10/09/21	N/A
IT - Microsoft Azure Tenant - HGS and DIT	6 days	Wed 08/09/21	Wed 15/09/21	DIT Security Input
IT and Telephony Test	19 days	Mon 06/09/21	Thu 30/09/21	DIT IT / Security SME & Approval
ITCH & Cyber Essentials	11 days	Thu 16/09/21	Thu 30/09/21	
Recruitment - Applicants assessed, roles offered, background checks if needed	15 days	Wed 08/09/21	Tue 28/09/21	N/A
Training (HGS Systems and DIT Content)	9 days	Fri 17/09/21	Wed 29/09/21	DIT SME & Approval
Workforce Management Set Up	18 days	Tue 31/08/21	Thu 23/09/21	DIT SME Input & Approval
Quality Set Up	16 days	Wed 08/09/21	Wed 29/09/21	DIT SME Input & Approval
MI Set Up and Test	6 days	Thu 23/09/21	Thu 30/09/21	DIT SME Input & Approval
<b>Phase 4 - Go Live Plan</b>	<b>11 days</b>	<b>Fri 17/09/21</b>	<b>Fri 01/10/21</b>	
Go Live Plan	3 days	Fri 17/09/21	Tue 21/09/21	DIT Approval
Go Live	0 days	Fri 01/10/21	Fri 01/10/21	DIT SME to support
<b>Phase 5 - Project Completion/ Stabilisation</b>	<b>18 days</b>	<b>Mon 18/10/21</b>	<b>Thu 11/11/21</b>	DIT to sign off transition end
BCDR Reviewed, Updated, Resubmitted, Signed Off	10 days	Mon 18/10/21	Mon 01/11/21	DIT SME Input & Approval
Exit Plan Reviewed, Updated, Resubmitted, Signed Off	10 days	Mon 18/10/21	Mon 01/11/21	DIT SME Input & Approval
Project Closure - Handover, lessons learnt	8 days	Tue 02/11/21	Thu 11/11/21	N/A

## B. Scope of Activities for Service Live (1st October)

**1. Recruitment, Assessment and Staff Training:** Roles will initially be filled by existing HGS staff of which the c80% of agents and all Team Managers, Quality Coach and Call Off Manager have knowledge and experience managing customs information and triage requests from traders, post Brexit. Further information is provided in Staff Mobilisation later in this question.

**2. Telephony and IT:** ISO27001 accredited, our UK hosted cloud technology stack for DIT is highly secure and scalable. Our solution is built and priced to the specification in the SoR 2.13-1.19, 2.2-2.29, 2.30-2.36 (Minimum Viable Product (MVP) and will be reviewed and agreed with DIT in implementation. Processes and procedures will be documented in standard operating procedures with updates made in-line with MVP timeline. It includes: AWS for;

- **Telephony** - Amazon Connect (Inbound/outbound voice, IVR (English, Welsh and helpline triage) dynamic call/skills-based routing, /call recording, comprehensive call log reporting (intraday arrival patterns, volumes, and average handle times) and CSAT Survey,
- **WFM** – IEX (staff optimisation/utilisation),
- **HGS Quality Systems**, and *Microsoft Azure (Azure) for*,

- **CRM** - Microsoft Dynamics 365 (MSD) Customer Service Management (Contact Capture Solution, Complex Query, Value Add Questions, MI Fields and API,
- **Knowledge Bank** – part of CRM (easy update search and retrieval), and
- **End User Compute (EUC) desk top management and authentication.**

### ***C. Proposed Implementation Team & Account Management Team***

An experienced and existing HGS team will ensure the implementation meets the service live date:

#### **1. HGS Project Team (Dedicated to DIT):**

- **[REDACTED] (Senior Project Manager (PM))** a PRINCE2 Practitioner, responsible for project governance, >20 years' PM experience across a number of sectors to include complex government contact centre and technology implementations supporting export/import services (TSS, DTS) delivered to aggressive timelines.
- **Operational and IT Business Analysts (2 FTE)** – understanding/mapping and creation of all required documentation plus knowledgebase population. All have a minimum 5+ years' experience.

#### **2. HGS Project Governance:**

- **[REDACTED] (Programme Director)** accountable for on-time project delivery. A PRINCE2/Agile Practitioner >20 years of PM experience, including complex Government implementations (TSS, DTS, TPR, DBS).

#### **3. HGS Account Team for DIT:**

- **[REDACTED] (Senior Operations Manager)** –responsible for operational best practice and CI across all HGS Public Sector (PS) services with >20 years' managing high performing outsourced/inhouse contact centres;
- **[REDACTED] (Senior Contracts Manager)** - responsible service/contractual alignment has >18 years' experience managing PS contracts and outsourced relationships,
- **Call Off Contract Manager** responsible for supply performance, quality; complaints handling; and accurate and timely invoices with 5+years customer experience/contact centre management

#### **4. HGS Workstream Leads:**

- **[REDACTED] (Head of HR/Organisational Development)** - responsible for our People strategy (coaching, mentoring, recruitment, learning and TUPE (exit)) a Chartered MCIPD > 25 years' experience in HR/People Culture/Skills Development,
- **[REDACTED] (Senior Manager Governance/Risk/Compliance)**, responsible IT security, GDPR and regulatory requirements with >20 years' experience implementing/managing quality/compliance frameworks, an affiliate member of ICA.

#### **5. HGS Technical Specialists: IT (Marathon Professionals Services (MPS)):**

- [REDACTED] (Technical Design Architect) has >15 years experienced in network infrastructure/strategic design of enterprise solutions,
- [REDACTED] (IT Project/Service Delivery Manager) has 9 years IT Project Management experience,
- **MSD/Connect Technical Architects** will all have at least 5 years' experience in their field. **International Trade:**
- [REDACTED] (Advanced Customs and International Trade Consultant) at the Institute of Export and International Trade (IoE&IT), insight across legislation/policy, data capture/complex scripts and knowledge enhancement and [REDACTED], IoE&IT Project Director. Both [REDACTED] > 20 years' experience in international trade advice and Project/change respectively

## 5. HGS Exec Team:

- [REDACTED] (Chief Service Delivery Officer) responsible for transition with 20+ years' experience/proven record of delivering high performing operations/quality/customer satisfaction.
- [REDACTED] (DIT Executive Sponsor/Chief Revenue Officer) responsible for ensuring delivery of Call-off commitments with >25 years' experience helping organisations meet Customer expectations.

## D. How we will Recruit and Mobilise for Service Commencement Date

**1.Number of Agents:** Our Workforce Management (WFM) team has used the information in the SoR 3.12 (opening hours – 8am to 6pm Monday to Friday, volumes, AHT, flat interval/intraday data and KPI from Schedule 6 call off contract), overlaid our best practice operational metrics and Erlang to forecast the required FTE to optimise headcount and cost. We require 24 Full Time Equivalents (FTE), dedicated agents. (It is highly unusual for services of this nature and scale to have a PCA of 99%, instead 95% is typical. In the event call arrival volumes aren't flat we would want to review this metric with DIT).

**2.Recruitment and Assessment:** To de-risk transition, all roles will be filled by existing HGS staff who have been **BPSS** checked in the last year. We have identified existing experienced agents, (who have already been assessed by HGS and meet the requirements set out in SoR 5.1), Managers and Support roles. They are available to transfer to start training 17<sup>th</sup> September 2021.

**3.Staff Training:** All staff will receive 2-days HGS training - induction (company, health and safety, security, and data confidentiality, performance/quality) and systems/process (Telephony, CRM and knowledgebase, complex queries) and 7 days DIT training. HGS training material development and training delivery will be completed by an experienced HGS Public Sector trainer.

## E. Implementation Risks and Mitigation:

The implementation risks form the Risk Register that is a key part of the transition plan. These include:

**1. Lack of Supplier Knowledge of ESS Service Requirements:** The major risks are greatly reduced by working with HGS because of our existing and relevant knowledge, systems and resources already in place from working with and successfully transitioning other similar clients, (Money and Pensions Service, Legal Aid Agency, Trader Support Service who require comprehensive triage and information provision.

**2. Lack of International Trade Expertise:** HGS already delivers post Brexit trader helplines for TSS and DTS. We have also built cost into our solution for IoE&IT to provide guidance and expertise during transition to expedite the agreement of service scope and to ensure knowledge bank accuracy.

**3. Systems Development & Pen Testing within 4 weeks:** There is very little time for scoping requirements; therefore, HGS will **a)** Lead the scoping exercise with DIT, bringing expert resource from the IoE&IT to support decision making to meet SoR, 3.1, milestone 2, for CRM and data *plus telephony*, **b)** Use existing generic Connect and MSD CRM build, already accredited to Government Technical Standards, so only customisation to DIT service is required, **c)** Dedicate a Project Team (PM, BA and IT BA) for transition and stabilisation, **d)** Engage DIT on the scope pre-formal kick off.

**4. Appointment of knowledgeable staff for Service Live:** Roles will initially be filled by existing HGS staff who meet the requirements in SoR 5.1 as detailed in D2 above.

**5. Timeline for Hardware Provision:** Our staff already have laptops (<12 months), built to Windows 10 gold standard, so using Microsoft Intune, ESS desktop policy can be rolled out remotely within hours,

**4. DR, Exit, Risk Plans:** Will be managed by the project team and finalised and agreed (SoR 4.4)

**5. Subcontractor Management.** Our policies ensure subcontractors are managed in accordance with Good Industry Practice and comply with DIT contractual requirements and that contractual obligations are transferred as required. MPS is already an approved RM3185 subcontractor

## ***F. Reporting Against the Implementation Plan***

The HGS PM issues a series of scheduled communications (throughout transition) to ensure high levels of ongoing visibility of milestone progress and likely delays;

- **Meetings** (Fortnightly Executive Steering Committee, Weekly Steering Board, Bi-Weekly (min) Project, Weekly Transition Delivery, Tollgate - Go/No- Go),
- **Documentation** (Project Brief, Detailed Transition Plan and Communication approach, Risks & Issues Register, Requirements & Solution, Test sign off, Transition handover, meeting notes and actions.

## ***G. High Level Test Strategy***

Testing activities ensure the software/technology delivers fully against the SoR requirements testing will be completed between 6/09/21-30/09/21 to include;

- **System Testing (SIT)** end-to-end functional test of all HGS provided systems completed by IT test team;
- **User Acceptance Testing (UAT)** performed by selected business resources, and IT BA, to ensure systems/business processes meet agreed functional requirements

detailed in the requirements – to be shared with the Customer as part of the Implementation;

- **Test Fixes** (led by experienced IT Test Team and Business resources) performed during SIT/UAT ensures that changes to one part of a system do not cause adverse effects to other parts. Throughout testing, Quality Gates are in place to confirm an acceptable level is achieved before moving into the next phase.
- **Penetration Testing** – (16/09/21-30/09/21) External Crest Supplier for cyber-attack/vulnerability testing.

## Q5.1 – Service Delivery

The Department for International Trade was set up five years ago to develop the UK's skills and approach to international trade policy once we left the EU. With your commitment to reducing market barriers and supporting businesses to take full advantage of trading opportunities, the ESS helpline for small and medium UK traders who wish to export, particularly to Europe, will play a central role in your strategy. We believe we are unique within the RM3185 framework because we already have transferrable experience in supporting traders to move goods, post Brexit;

- **Fujitsu/HMRC Trader Support Service (TSS):** contact centre services and telephony to support traders moving goods between Great Britain and Northern Ireland.
- **Digital Trader Service (DTS):** Registration, subscription, advice, guidance, and triage for traders wishing to submit declarations for goods imported to the UK from the EU. On both clients we partner with and are provided support services by the Institute of Export and International Trade (IoE&IT).

## Organisation Structure

The HGS organisational model for DIT ensures excellent customer service whilst delivering against the core principals of the department. It brings together combined contact centre best practice from HGS and our technology partner Marathon Professional Services (MPS- Approved CCS framework subcontractor) along with international trade expertise from our partner IoE&IT. Responsibilities of our team include:

### Customer Services:

- **24 FTE Dedicated Agents:** trained and coached to deliver professional, friendly, helpful, efficient, customer focused, consistent information, guidance, and triage aligned with DIT policies, scripts and knowledge articles.

### Management (Operations):

- **Dedicated Team Managers (TM) (average 1:12),** real time agent performance across operational KPI, quality monitoring, coaching/leadership, and motivational skills. We recommend a 1:12 ratio in-line with our other government helplines where quality, compliance and performance metrics are rigorous. It ensures contingency in the management structure for this small team.
- **Dedicated Quality Coach/Knowledge Administrator (1 FTE),** quality monitoring and managing the knowledge bank (accuracy, timeliness)
- **Quality Manager (shared),** Quality governance and insights for improvement.
- **Training Manager (Shared),** delivering training in line with good industry practice.

**Management (Account):** An experienced Public Sector Account Team

- **Call Off Contract Manager** (dedicated as per schedule 6 call off contract), supply performance, quality; complaints invoicing and working closely with DIT manage change as the service launches and actual requirements are identified as per SoR 5.8 is deputised by a nominated TM,
- **Senior Operations Manager**, best practice, and continuous improvement (CI);
- **Senior Contracts Manager**, service/contractual alignment.

**Management (Executive):** To include but not limited to

- **Chief Service Delivery Officer**, executive direction, and communications to DIT, ensuring our global best practice operational, quality and CI frameworks are embedded within the ESS Service,
- **Chief Revenue Officer** and DIT Executive Sponsor, delivery of our Call Off Contract commitments.

**Specialist Technical Support (Technology):**

- Technical Design Architects, IT Project Management, Service Delivery and Security Managers responsible for our IT Support Desk, Security and Cloud technology stack (design, build and maintenance),

**Specialist Technical Support (IoE&IT):** Supplementary trade insight to support transition and ongoing evolution of the service through legislation guidance and Trader insight from across their members.

**Other Relevant Roles;**

- **Workforce Management (WFM) and MI:** Planning, scheduling and real time specialists assigned from our 100+strong centralised WFM and MI team,
- **Trainers (Shared):** Accredited through our Trainer Academy and DIT Train the Trainer to deliver new starter and update training and
- **Expert Shared Services** an integrated expert HGS shared services team (recruitment, governance, change, risk and compliance, technology, HR, programme office).

[REDACTED]

### How Deliver Services and Volumes – 3.12

HGS has been providing contact centre services for UK public sector organisations for over 20 years. In 2019 Crown Commercial Services confirmed HGS as a Tier 1 Supplier to the government as a result of the provision of complex contact centre services (information, guidance, and triage helplines) for Government departments; Disclosure and Barring Service (DBS-120 FTE), Legal Aid Agency (LAA-140 FTE), the Money and Pension Service (MaPS-48-75 FTE), The Pension Regulator (TPR-70 FTE) plus HMRC Trader Support Service which went live with 700 agents 21/12/20 and since launch, KPIs have been green.

Our Public Sector Account Team, Specialist Technical Roles, Other Roles and Executive Team detailed in the organisation structure have been integral to the solution design for DIT ensuring best practice is embedded from our existing helplines plus trader insight from TSS and DTS. This ensures we achieve the performance outcomes in Annex 1, Part A (Call Off Schedule 6), from service commencement date. DIT has told us through the clarification process, that the capacity and volume data provided in the Statement of Requirements (SoR) 3.12-3.16 is based on benchmarking across other government departments. This means at service live, enquiries from Traders could be higher or lower than detailed. HGS has protected service delivery in the following way for DIT:

**Flexible, Scalable Operating Model:** Our operating model HGS WorkCloud (a hybrid Work@Home and in office model) allows us to recruit in the right catchments for skillset availability, with ease of employee redeployment across clients using this Work@Home/ hybrid status, allowing us to protect jobs as client requirements change. It is enabled through our cloud-based technology which is cost flexible (monthly not annual licence fees) allowing us to pass savings onto clients with unlimited capacity and inherent BCDR. It allows us to flex skilled resources to meet agent utilisation, PCA, ASA. *E.g., The majority of our staff are Work@Home post Covid. All performance metrics are categorised as green across our public sector clients, this includes two clients which have launched during Covid:*

- TSS with 700 agents and
- NHS Vaccinations with 450 agents all working from home. In our recent client survey 76% of customers told us they were 'very satisfied' with our partnership during the challenging Covid period of the last 18 months. We see this also as testament to our ability to deliver on target performance.

**Skilled and Knowledgeable Staff:** Roles will initially be filled by existing HGS staff who meet the requirements in SoR 5.1. Of this team, c80% of agents and all Team Managers, Quality Coach and Call Off Contract Manager have knowledge and experience managing customs information and triage requests from traders, post Brexit. They have already received training and accreditation in the key topics listed by DIT in SoR 2.5a-q. In addition, IoE&IT will provide 1-day supplementary export training to new staff recruited for backfill or ramp. All staff will receive DIT and HGS comprehensive system training during induction. Once live, we ensure knowledge stays high and accurate through the following interventions:

- Knowledge bank articles published in transition will be kept up to date by our Quality Coach.
- IoE&IT will work with us to ensure the knowledge bank is accurate as per SoR2.35c&d and support DIT to incorporate policy changes/announcements into the training materials.
- Real-time feeds from the IoE&IT news desk ensures we are not only abreast of all worldwide policy developments and EU and UK legislation changes but can quickly interpret the policy impact on traders for DIT to review and authorise.
- HGS quality framework to ensure accurate quality and compliance assessment to identify areas for knowledge improvement. Our approach provides a fantastic



foundation for meeting DIT Customer Satisfaction scores and minimising the risk of complaints from day 1 and beyond. *As an example, "Having called their helpline (TSS), the support staff guided us through the system and helped us submit the declarations. Their IT works, their staff were keen, friendly and, above all, knew what they were doing". Andrew McQuillan, MD, Crowded Space Drones*

**Optimising Staffing, Performance Management:** HGS delivers optimised staffing and service performance through a global framework of ISO9001 accredited best practice processes ensuring we meet the trader expectations of consistent high-quality guidance at all times meeting PCA, ASA, Complaints resolved, sending information and call transfer times in schedule 6 annex 1 (call off contract). Please note it highly unusual for services of this nature and scale to have a PCA of 99%, instead 95% is typical. In the event call arrival volumes aren't flat as per SoR 3.12 we would want to review this metric with DIT.

**Workforce Management** anticipates fluctuations in volumes through a 12-month rolling forecast using the volumetrics (inbound, call backs, transfers, complaints, information requests), service levels, AHT, intraday and interval patterns, opening hours, best practice operational metrics, Erlang model) to create 13 week rolling view and 6-week schedule of resource to meet available/productive hours by day/30-min intervals.

To ensure we deliver the required available/productive hours, actual performance, and delivery of demand against forecast, performance is monitored/reviewed in real time, daily, weekly, and monthly over the life of the contract with actions taken accordingly to address shortfalls. Should day 1 volumes be higher than expected we can use a variety of levers to increase agent capacity, to include using messages in the IVR to promote online, reducing off phone time and adjusting service levels *As an example, on MAPS, we have tested different service levels and up to 70% in 60 seconds with a PCA of 95% has proven to have negligible impact on the customer experience whilst creating capacity.* If the trend appears to be longer term, we can agree additional staff recruitment e.g., a tactical increase to respond to a specific FAQ where training can be reduced, and resource filled more quickly – 5 to 10 days or faster if we can use Bring Your Own Device and basic security checks) or full service/training ramp managed through the variation procedure. *E.g., for Track and Trace we recruited and trained 250 agents in 2 weeks for a particular process/ customer interaction with a 2-day training duration.*

#### **Performance framework:**

- Real time monitoring of volumes, service levels, average handle time, schedule adherence and agent utilisation to make changes to staff scheduling to optimise service,
- Structured performance management and coaching programme for all agents,
- An agreed quality framework for accurate assessment and identifying areas for agent/service improvement,
- Performance trend analysis to drive CI. *As an example of our ability to deliver the ESS KPIs, since 2018, we have delivered an outstanding service to our home phone and broadband client consistently meeting all KPIs, maintaining a top 5 position in the ISP Ofcom ratings (least complained about companies) and sustaining above target CSAT scores throughout the COVID lockdowns.*

**Secure and Scalable Telephony and IT and Timely Management Information:** ISO27001 accredited, our technology stack, for DIT, is hosted on highly secure and scalable, cloud-hosted;

- AWS for telephony (Amazon Connect), WFM (IEX) and HGS Quality Systems (NICE) and
- Microsoft Azure (Azure) for, CRM and Knowledge Bank (Microsoft Dynamics 365 Customer Service Management) and End User Compute (EUC) desk top management and authentication.

Both have multiple availability zones, redundant paths to telecom carriers and guarantee at least 99.95% availability to achieve required telephony availability. With such a short transition period, we are able to use our ready built, generic instances for telephony and CRM that already meets Government Technical Standards and just requires customisation to DIT requirements. These platforms have a suite of additional functionality that can be added during the contract period to include webchat and appointment booking. Automated intelligent reports and dashboards will be created within the reporting consoles within Connect and the CRM to provide DIT with timely performance and trader insights as per SoR section 6. DIT will also have access to our telephony system for real time dashboards as per SoR 6.1. *Connect and Azure are already accredited for Government use for our existing clients (DBS, LAA, HMRC, TPR) and in the last year we have had no significant outages a*

#### **Successful and Efficient Triage of Calls (SoR 2.8d)**

During transition, HGS with IoE&IT, will share best practice (from our public sector helpline delivery models, and knowledge and understanding of the different government departments and the support they provide to traders), to design;

- A trader friendly call flow hierarchy,
- Agent scripts/prompts to ensure right first-time information provision or triage and,
- A complex query form to ensure relevant information is captured for the DIT Digital Enquiry Team. With DIT agreement, scripts and prompts will be built into the CRM to guide the agent to resolve the call, by recommending gov.uk links, using knowledge articles, transferring to the relevant helpline, or raising a complex query form. The complex query form will be built in the CRM as per the agreed design and transferred to the DIT Digital Enquiry Team via API. During the contract, HGS with IoE&IT, will continuously review call flows and script-based data and quality insight, legislative change and feedback from traders and agents to ensure they remain relevant and support first time resolution.

#### **Approach and Methodology for Telephony Transfer (SoR 2.7e)**

The agreed call flows described in the question above, will be built in to Connect. We have included five call flows, each with the option for a IVR hierarchy of levels and 1-8 touchtone options, from which quick connects can be programmed to transfer calls to the relevant department or to the agent. If the agent is then unable to resolve the enquiry, they will also use be able to use the quick connects within Connect to transfer the call. There is no limit on the number of quick connects but based on the list provided in clarification 5, we have included build time for 29. Any changes required to the IVR during the contract will be processed within the time set out in SoR 2.7e.

### **Q5.2 – Service Delivery – Monitoring & Reporting**

As a new service, it is essential ESS is delivered correctly and at the highest quality, with feedback / MI reporting gathered and shared quickly and accurately with both the Customer and other stakeholders. HGS ensures service performance through a global framework of ISO9001 accredited best practice processes ensuring we meet the trader expectations of

consistent high-quality guidance at all times. Fully aligned to DIT during implementation, with ongoing reviews during the contract, our performance framework ensures;

- Structured performance management programme for all agents, assessing performance against agreed KPIs,
- An agreed quality framework enabling accurate assessment and identifying areas for agent improvement and trend analysis to drive Continuous Improvement and
- A coaching culture embedded and fully supported by our dedicated Team Managers (TM) and Quality team. Performance will be reported to DIT as part of daily, weekly operations and monthly reviews. We understand the pressure traders are under to ensure they move goods legally post Brexit and can adopt existing best practice processes from delivery of import and export services for Trader Support Service and Digital Trader Service.

**Quality Control & Assurance Measures:** Our Public Sector Quality Model will be aligned to DIT monitoring and compliance processes during implementation. Quality Coach and TM complete quality monitoring (avg.8 per month per agent at service start, reducing to 4 upon hitting competence) ensuring trader engagement meets the required levels of customer service, compliance, and data accuracy. Scores and feedback (completed after every session) are captured within the HGS Quality Management System (QMS), and performance is tracked against personal targets in their personal action plan. Assurance is delivered through calibration (10% of quality monitors per month) reviewed by the Quality Manager with DIT to ensure quality scoring alignment. This is supplemented with monitoring by the Institute of Export and International Trade (IoE&IT) consultant to identify additional training needs and knowledge article enhancements.

**Meeting Service Level Performance:** To meet service levels (Annex 1, Schedule 6 – Call Off Contract), performance against planned is monitored real-time, daily, weekly, and monthly, with agents set targets for adherence, attendance and call metrics, quality, compliance, and customer satisfaction. Performance is then managed;

- **Real Time:** Real Time Analysts and TM monitor actual volumes received, service levels, average handle time, schedule adherence and agent utilisation, making real time changes to staff availability and scheduling. Statistics are made available to each agent, real time, to encourage self-management;
- **Daily:** The Call Off Contract Manager (COCM) meets with the TM to review team performance and prioritise improvement plans for the day. Areas to be addressed by the agents are captured within an agreed action plan by the TM to include extra one to ones (in addition to monthly), side by side monitoring, coaching and/or training;
- **Monthly** One to One performance reviews are held by the TM to review agent performance across all targets. Agent feedback on barriers for performance are fed into the COCM as part of continuous improvement. Agents consistently under target are managed using HGS procedures for poor performance.

**Continuous Improvement (CI):** Taking feedback from operations, the COCM works with the Quality Manager, Trainer, and IoE&IT consultant to identify improvement opportunities across all data sets and include a closed loop back into training to ensure agent knowledge is right from the outset.

**Meeting the Reporting Frequency:** All reports (SOR section 6) are within HGS standard service governance already being delivered for our other Government clients. In implementation, we will create report templates for DIT using the data fields (SoR 6.2, 6.5

and 6.6). Our experienced MI analysts pull data from HGS systems (Workforce Management, Quality system, telephony CRM and Knowledgebase) to provide DIT with accurate MI performance reporting, in line with the frequency stipulated. DIT will have access to intelligent dashboards via secure logins to the CRM and telephony (real time view of calls answered, wait time and utilisation). Using insight created we will work in collaboration with DIT, supplemented with international trade insight from the IoE&IT Consultant, to make recommendations for service improvements and identify trends in Trader enquiries to evolve the service, i.e. targeted marketing/communication, real time knowledgebase article revisions, website FAQ updates (gov.uk) along with any ad-hoc requests which are required for ministers, which we already do for our public sector clients, including Legal Aid Agency & HMRC.

### **Q5.3 – Service Delivery – Recruitment & Training**

The quality, wellbeing and motivation of our staff is key to successful delivery of services and HGS' policies and frameworks are designed to attract, train, and retain the right profile of staff, based in the UK, needed to deliver the ESS service.

#### ***A. Methodology of Proposed Daily Work Schedule Guarantee Resource***

Our ISO9001 accredited workforce management approach is designed to anticipate fluctuations in work volumes and therefore adjusts the number of agents accordingly allowing us to deliver quality services at all times, un-affected by sickness, leave, training or recruitment. We follow this approach for all our public sector clients and for the last 6 months have delivered "green" performance metrics across all.

**Long Term:** During transition our UK Workforce Management (WFM) team will work with DIT to set up a 12-month rolling forecast of required agents, using the provided volumetrics (English and Welsh), service levels, AHT, and opening hours which has then been overlaid against our best practice operational metrics and Erlang model, factoring in peaks in daily interval patterns, attrition and backfill training requirements. This will give DIT forward plans for post 31<sup>st</sup> March 2021 to support the securement of further funding.

**Medium Term:** From this they create a Capacity Management Plan. This is a 13-week rolling view from which a 6-week schedule is produced detailing the number of agents required to deliver the available/productive hours to achieve the forecast service levels by day and 30-minute intervals. Against this, agent FTE and management requirement are scheduled using a range of shift patterns. Any shortfalls are identified and where these can't be addressed by making changes within the existing resource/delivery model, recruitment and training plans are created. Any variations within 10% will be agreed in the operations meeting and where the variation is above 10% HGS will use the Variation procedure within the contract. The plans are approved by the Call Off Contract Manager (COCM) prior to release and managed per variation procedure (SoR 3.16).

**Short Term:** To ensure we deliver the required available/productive hours, actual performance, and delivery of demand against forecast, is closely monitored/reviewed on multiple levels in real time, daily, weekly, and monthly over the life of the contract with actions taken accordingly to address shortfalls as detailed above.

#### ***B. Ongoing recruitment and assessment process along with timescale for appointment***

Recruitment is managed by our dedicated UK based recruitment team to meet planned and unexpected demands in resources in line with the Capacity Management Plan. Our attraction process includes;

- Ideal Employee Profiles (IEP) agreed for each role and in line with DIT requirements (SoR5.1),
- Proven national and local recruitment channels to attract the right candidates for the IEP, including optimised online word search and social media with chatbot registration for accessibility, employee referral incentives, outreach within community hubs, e.g. university/college partnerships,
- A network of national recruitment partners to supplement large scale, short notice and specialist skill recruitment. Our recruitment process includes
- CVs mapped to similar IEP via our Artificial Intelligence (AI) assessment tool for enhanced selection.
- Online maths and English/Welsh test, followed by a video interview to screen candidates, discuss their experience and ability to work in office/@home,
- Successful candidates attend competency interview/group assessment (including aptitude, written role play/oral, proficiency/typing tests);
- Pre-employment screening is completed: right to work, employee references and satisfactory completion of required BPSS checks.

To de-risk service commencement, we will transfer an existing, highly trained workforce. All have been BPSS checked in the last year. 80% agents and all Team Managers (TM), Quality Coach (QC) and COCM, have a base of exporting knowledge and. We have assessed the agents to ensure they meet the skills and language requirements for English and Welsh in SoR 5.1. They are available to transfer and start training as per our draft implementation plan, on the 17<sup>th</sup> September.

### ***C. How training will be delivered and ongoing training/development through the contract***

HGS training methodology ensures all staff working on the ESS service are trained and coached to deliver professional, friendly, helpful, efficient, customer focused, consistent information, guidance, and triage to UK exporters;

**1. Induction;** Delivered by HGS (2 days) - company, health and safety, security, and data confidentiality, ESS systems and procedures (telephony, CRM, knowledge base, complex queries, accessibility (UK relay)), performance/quality. Delivered by DIT (7 days) – department, ESS service, customer journeys;

**2. Refresher Training;** updates to ESS policies/procedures, changes in trade legislation, scope/system change or an identified training need through agent and trader feedback,

**3. Ongoing Training;** Ongoing training needs assessment through regular monitoring and measurement (supplemented by Institute of Export and international Trade (IoE&IT) knowledge review/quality monitoring recommendations), addressed through individual or team wide coaching or training interventions,

**4. Trainer Delivery;** Accredited through our Trainer Academy for industry good practice, HGS experienced trainers will deliver new starter, refresher, and ongoing training to the ESS team, supplemented by DIT trainers for specialist export training delivery. All operations staff (agents, TM, QC and COCM) will attend induction training.

**5. Training Materials:** Customised by experienced trainers for the ESS service requirements (systems, procedures, quality framework and performance metrics) using existing proven, public sector, generic training modules. Once live, our training team will ensure knowledge stays high and accurate by updating training materials in line with knowledge article updates/publications.

***D. How we assess the agent competency and address areas of concern when identified***

ISO 9001 accredited, our operational excellence frameworks ensure a consistent, trusted standardised approach to exceed DIT performance metrics as per “Schedule 6 Annex 1, Call Off Contract”. *As an example, for Legal Aid Agency CSAT scores are currently tracking at 99% - 100% against actions completed by our contact centre agents.* Owned by the COCM, working with;

**1. Quality and Continuous Improvement (CI):** Our quality function (using the agreed ESS quality framework) to deliver;

- Quality monitoring (customer service, compliance and data accuracy), supplemented with monitoring by the Institute of Export and International Trade (IoE&IT) consultant to identify additional training needs and knowledge article enhancements,
- Calibration with DIT for alignment,
- Identify trends in quality/compliance performance,
- Analyse reasons for complaints/ contact drivers and CI;

**2. Performance Management:** Our MI team to ensure all operational KPIs agreed with DIT are consistently achieved;

- Real Time Analysts monitor service levels to ensure optimised agent availability
- TM are responsible for coaching/developing agents to achieve agreed KPIs by focusing on performance metrics to include average handle times, first contact resolution, utilisation, adherence, absence and CSAT scores.

***E. Staff retention and how our policy / method responds to attrition rates***

Through employee engagement and a focus on staff wellbeing, we offer our staff a happy, lively, safe and engaging work environment. Whether at home or in-centre working as demonstrated in our below average 3 - 5% per month agent attrition on similar services. All staff, irrespective of age, are paid above National Living Wage with compensation aligned to the skills of the role, have access to a suite of benefits including life insurance, sabbatical leave, free carparking, eye care and childcare voucher schemes and Perkbox. Perkbox has a wide range of discounts for leading retailers (average £800 savings on an employee spend). Our wellbeing policy is aligned to initiatives identified through our ESAT surveys and developed based on the support our staff require, such as remote working and employee benefits. All staff have access to a comprehensive free counselling, mindfulness and wellbeing programmes, and gym membership, alongside more formal occupational health support and HR interventions.

***F. Agent motivation - professional development and incentive/performance schemes***

Perkbox, detailed in E above, is used by managers to recognise employees who are high performers or have done something great that day. The line manager can award Perkbox points to individuals using the Perkbox platform. We also have a structured quarterly reward programme “Your Stars”, long term service awards and recognition events which are

published within our bi-monthly newsletter, UK Pulse. Through our partnership with IoE&IT we have identified a number of value add (optional requirement) recommendations that can allow us to create a programme of professional development for our agents. This includes the

- IoE&IT Customs and International Trade Academy to be accredited at Intermediary Level,
- Continuous Professional Development (CPD) credits and affiliate membership with further learning supported through the IoE&IT on demand courses and library of documents and recorded webinars and,
- utilising HGS apprenticeship scheme, Level 3, for further skills and qualifications. Costs for these three areas has been included as an optional requirement for 10 top performing HGS agents.

#### **Q5.4 – Service Delivery – Potential Risks**

The major delivery risks, post service live are greatly reduced by working with HGS because of our existing and relevant knowledge, systems, and resources. HGS has been providing contact centre services for UK public sector organisations for over 20 years. In 2019 Crown Commercial Services confirmed HGS as a Tier 1 Supplier to the government for the provision of contact centre services (information, guidance, and triage helplines) for Government departments; Disclosure and Barring Service (DBS- 120 FTE), Legal Aid Agency (LAA- 140 FTE), the Money and Pension Service (MaPS – 48-75 FTE) and The Pension Regulator (TPR – 70 FTE). We believe we are unique within the RM3185 framework because of our experience supporting traders to move goods, post Brexit;

- Fujitsu / \_HMRC Trader Support Service (TSS): TSS contact centre services and telephony supports traders moving goods between Great Britain and Northern Ireland. Launched on the 2nd November 20 with 70 FTE this was implemented within 1.5 months of contract award. We then ramped up to 700 advisers plus management by the 21st December ready for the Brexit policy change on the 1st January 2021. As the service is complicated, all staff required 3 weeks training. At peak, we onboarded 300 new starters in one day, and with IoE&IT delivered 27 training groups simultaneously.
- Digital Trader Service (DTS): Registration, subscription, advice, guidance, and triage for traders wishing to submit declarations for goods imported to the UK from the EU. On both clients we work closely with the Institute of Export and International Trade (IoE&IT).

HGS is fully confident in our proposal deliver the ESS service. Our Public Sector Account Team, Specialist Technical Roles, the senior management team within IoE&IT, and our Executive Team have been integral to the solution design for DIT to ensure best practice is embedded and risks mitigated as follows:

#### **A. Scalability and Flexibility to Respond to Changing Volumes**

DIT has told us through the clarification process, that the capacity and volume data provided in the Statement of Requirements (SoR) 3.12-3.16 is based on benchmarking across other government departments. This means at service live, enquiries from Traders could be higher or lower than detailed. HGS has protected service delivery in the following way for DIT:

**1. HGS WorkCloud:** Our operating model HGS WorkCloud model allows us to recruit in the right catchment for skillset availability (across the UK), using our proven direct recruitment strategy, supplemented, if needed, by our strategic recruitment partners, with ease of

redeployment on to other clients allowing us to protect jobs. It is enabled through our cloud-based technology stack for unlimited capacity and licencing flexibility to make changes quickly, in line with the workforce capacity plan. *Responsibility: HGS*

**2. HGS Workforce Management Approach:** HGS During transition will agree a 12-month rolling forecast with a 13-week rolling view of resource required. We will also complete “what if” scenario planning during transition, to manage short (a few hours) and medium (a few days) term events, so in the event volumes spike, we have already agreed an approach with DIT that can be implemented as it happens. These include reducing off phone time, changes to IVR messages to drive to online, holiday freeze and also adjusting service levels. *As an example, changing the service level to 70% in 60 seconds and PCA to 95% is proven to have negligible impact on the customer experience whilst freeing up additional resource for MaPS. Responsibility: HGS and DIT.*

**3. Ramping Resource:** If volumes are above 10% then we can agree a recruitment approach with DIT and onboard new staff according to the short term and long-term need. These initiatives can be implemented within 2 – 8 weeks depending on the recruitment strategy and training duration required. For example, if the demand is specific to only 1 area we can initially train to this requirement and get additional agents in place very quickly. As an example, for Track and Trace we recruited and trained 250 agents in 2 weeks for a particular process/ customer interaction with a 2-day training duration. *Responsibility: HGS and DIT.*

#### **B. That the service design following go live doesn't meet the trader needs**

HGS has a strong working relationship with the IoE&IT. Within our core solution (not optional requirements) for DIT is included an IoE&IT Advanced Customs and International Trade Consultant to provide supplementary guidance and expertise during transition and the contract term. During transition HGS with IoE&IT, will share best practice from across our public sector helplines, and knowledge of government departments and the support they provide to traders, to design the right call flow hierarchy, agent scripts/prompts, complex query form de-risking the need for significant change once the service is live. Once live, working with IoE&IT HGS will proactively make recommendations to DIT to ensure call flows and scripts remain relevant to international trade and government advice, legislation/policy change and incorporate insight from traders (noting patterns in enquiry subject and complexity) not only through ESS but also from across the IoE&IT helpdesk and network of members, which includes DIT regional units. *Responsibility: HGS and IoE&IT with agreement from DIT.*

#### **C. That the knowledgebase articles don't meet the agent / trader needs**

Within our core solution for DIT we have included cost for the IoE&IT to provide a further six knowledge centric services:

1. Real time feeds from the IoE&IT news desk so we are “on the pulse” and can quickly interpret policy impact on traders for DIT to review and authorise
2. Develop and manage a matrix of government departments and the support provided to traders so our agents triage calls correctly
3. Access to the IoE&IT Technical Helpdesk for the HGS team on technical questions.
4. Monitoring calls to ensure quality and identify further training needs
5. Reviewing the knowledgebase to ensure accuracy
6. Provision of easily digestible information tools to supplement the DIT knowledge articles to include single page quick notes (covering core export/import terms), FAQs (drawing on experience from the IoE&IT technical helpdesk) and 4 trader journey diagrams (to aid understanding of goods movement processes noting actions required by the trader for standard, controlled, SPS measures and excise goods). For costing purposes this is based



on 10 quick notes and 4 diagrams across the first 6 months of the contract followed by a further 20 quick notes each year of the extension).

*Responsibility: HGS and IoE&IT with agreement from DIT*

#### **D. That the trader enquiries are across export and import**

With the advent of freeports in England this year, we believe it is highly likely that traders will be enquiring about both export and imports. IoE&IT can support DTS by developing the training programme to expand agent knowledge and impart information to traders so they know that goods can be imported, manufactured, and exported without standard tariffs or normal customs checks. This is included as an optional requirement cost for a 1-day import training course. *Responsibility: HGS and IoE&IT with agreement from DIT*

#### **E. That the technology stack isn't able to evolve in-line with the ESS service/ new channels**

The cloud hosted, technology stack for DIT consisting of Amazon Connect (Connect) Telephony and Microsoft Dynamics 365 (MSD) Customer Service Management CRM and Knowledgebase has been chosen because they have a suite of functionality that can be added during the contract period to include webchat and appointment booking, intelligent automation (AI) and integration with a wide partner ecosystem for additional services.

*Responsibility: HGS with agreement from DIT*

#### **F. That HGS isn't able to transfer data in an API format suitable for the DIT systems**

Our CRM technologies meet the government technical and data standards, so Customer data (including detailed call notes) can be bulk transferred daily and marketing consent and complex queries real time. We will provide the data in JSON format, presenting key fields from section 6 in the SOR; core data via the CRM API (Customer ID number, Date and Time, Contact Details, Notes) and supplementary data for Consent (Customer ID number, Date and Time, Consent Types) and Complex Queries (Customer ID Number, Case Number, Query Details, Notes) in the respective API. From here DIT will own the distribution of data in to the relevant DIT systems so DIT can map accordingly. API documentation will be led by our Project Team during transition then handed to our IT Project/Service Delivery Manager to be reviewed and updated on an ongoing basis to ensure they remain relevant.

*Responsibility: HGS with agreement from DIT.*

### **Q6 – Technology**

As an outsourcer we have experience working with a full range of client and third-party technology stacks. In the last 18 months we have implemented 5 new clients, each with a different technology stack ownership/demarcation. Examples include:

- **Legal Aid Agency** – HGS cloud Telephony, WFM and Quality System both for our contact centre and a further extension of our telephony and systems to client 3<sup>rd</sup> party agencies plus Oracle Database, which is hosted and maintained by HGS, and accessed by Police and Duty Solicitor network, the system set was fully designed, implemented, tested, and rolled out within the 6-month implementation timeframe.
- **HMRC Trader Support Service** - Our recent launch for HMRC TSS service included our cloud Amazon Connect (Connect) Telephony (IB/OB voice), WFM and Quality with integration into client provided Service Now CRM – We launched an initial 80 users in 6 weeks ramping to 620 users 1.5 months later.

Our technology experts will use expertise, gained working collaboratively with our existing clients and from within their field, to ensure DIT technology is adequately supported, used correctly by agents, and constructive input is given to the design and development of HGS and DIT technology during implementation and through the contract term.

### Technology Requirements (Sections 2.13-2.19)

HGS confirms our solution is built and priced to the specification in the SoR 2.13-2.19 (Minimum Viable Product (MVP)) factoring in clarification updates shared by DIT and conforming with the relevant Government Data Quality Framework. The MVP will be reviewed and agreed with DIT in implementation, processes and procedures will be captured within a standard operating document with updates made in-line with MVP timeline. We have used partners within our strategic IT partner portfolio, to reduce the need for multiple vendor technologies therefore complexity of implementation, whilst providing ESS with a platform to build for the future:

- Amazon Connect (Connect) telephony for Inbound/outbound voice, IVR (English, Welsh and helpline triage) dynamic call/skills-based routing, /call recording, comprehensive call log reporting (intraday arrival patterns, volumes, and average handle times) and CSAT Survey, with digital channel functionality for future deployment, e.g., webchat. Connect is already accredited for Government use by our clients Disclosure and Barring Service, Legal Aid Agency, HMRC and The Pension Regulator.
- IEX WFM and NICE Quality Management are fully utilised across our UK and global estate.
- Microsoft (Gold Partner status) with access to their suite of Microsoft Dynamics 365 (MSD) Customer Service Management (CRM - Complex Query, Value Add Questions, MI Fields and API and integrated Knowledge Bank (easy update search and retrieval)).
- Microsoft Azure End User Compute and Windows 10 secure build desktop management and authentication.

ISO27001 accredited, our UK hosted cloud technology stack for DIT is hosted on highly secure cloud-based infrastructure, AWS, and Microsoft Azure. They both have multiple availability zones, multiple, redundant paths to telecom carriers and UK data centre options. They assure at least 99.95% availability and are internationally accredited to include ISO 27017 for cloud security, ISO 27018 for cloud privacy, PCI DSS Level 1, and SOC 1, SOC 2, and SOC 3 and CAF processes (aligned to ITIL)

All deliverables detailed below will be designed and agreed with DIT during implementation, with any changes to functionality managed through the variation procedure in attachment 5.

**API:** Our MSD CRM meets the government technical and data standards, so Customer data (including detailed call notes) can be bulk transferred daily and marketing consent and complex queries real time. We will provide the data in JSON format, presenting key fields from section 6 in the SOR; core data via the CRM API (Customer ID number, Date and Time, Contact Details, Notes) and supplementary data for Consent (Customer ID number, Date and Time, Consent Types) and Complex Queries (Customer ID Number, Case Number, Query Details, Notes) in the respective API. From here DIT will own the distribution of data in to the relevant DIT systems so DIT can map accordingly. API documentation will be led by our Project Team during transition then handed to our IT Project/Service Delivery Manager to be reviewed and updated on an ongoing basis to ensure they remain relevant.

**Connect Telephony:** Selected because of its integration capacity, superior voice quality and scalability, Connect provides all required ESS telephony functionality to include:

- Inbound dynamic call and skills-based routing to the appropriate agent, with options for warm and cold transfers to DIT and other government helplines via an outbound call transfer.
- DTMF customisable IVR to include out of hours and configurable answer message in English and Welsh and ability to triage specific agreed calls to agreed department helplines within the IVR.
- Call routing and management to include in queue prioritisation and customisable messages with hold music. All customisable elements can be done simply and quickly using AWS Contact Flows
- Outbound call back (with displayed caller ID),
- AWS Connect telephony has comprehensive call log reporting (intraday arrival patterns, volumes, and average handle times) which to provide DIT with streamlined and customisable MI. This can be accessed real time and intelligent dashboards via Amazon Connect Console to meet the requirements of 6.1 a - e plus Contact Categorisation for high level reason for call dashboards.

Based on the specification we have priced 5 call flows (including Welsh and out of hours), 5 skills/routing profiles, 4 agent whispers, 29 quick connects for triage in the IVR, to be agreed during implementation.

**Call Recording:** 100% call recording and storage for three months post call. All data will be held in Connect which has encryption in transit and at rest. Accessed on demand via HTTPS with auditing in place, Connect in built functionality locates specific call recordings by telephone number, date, time, and agent name to make retrieval by the authorised persons easy. Once sourced, each call recording can be played and/or downloaded in mp4 format and provided on request to DIT to understand issues raised.

**Accessibility:** Cloud hosted UK relay services for deaf, hard of hearing and speech impaired using app technology downloaded on to the customer smartphone, tablet or computer or text phone free of charge. Provided by BT <https://www.relayuk.bt.com>, the service is used “blue light” organisations. HGS will procure this through our existing relationship with BT, with agent training on how manage these call types.

**0300 Procurement:** This is a specialist number for public sector/charity organisations and requires proof of eligibility to be provided to HGS for us to procure on your behalf. We will do this via BT.

### **CRM Requirements (Sections 2.2- 2.29)**

**CRM:** Microsoft Dynamics 365 (MSD) Customer Service Management, is a fully configurable, cloud hosted, interaction capture platform. It is used widely across government contact centres to include HGS existing clients MaPS and TPR. Its design allows us to add functionality, easily and cost effectively in line with customer demand and service evolution, e.g., appointment bookings. MSD has a comprehensive contact capture functionality; Scripting, data fields to capture the required data in attachment 3 6.2f and 6.5, call outcome, customer record creation with unique identifier, agent call notes for full text transcription and capture of knowledge bank articles used during the call. All fields can be tagged for reporting purposes.

It has a comprehensive MI suite of pre-built dashboards for quantitative and qualitative data to identify trends and insight as to why traders are calling so the service can be evolved according to trader needs. A monthly subscription solution, its licences are paid for monthly allowing them to be scaled up and down according to service requirements and without stranded costs at contract end. Any additional specification agreed during implementation will be managed via attachment 5 variation procedure and once live through the monthly operations meeting.

**Customer Satisfaction Survey:** We have included costs for setting up an after-call customer satisfaction survey within the IVR (3 questions with the options to select 1-5 as customer outcomes). The customer opts into the survey during the IVR to remove the risk of the agent “cherry picking” customers. During implementation we can agree other modes of CSAT survey that could be used to gain feedback across the wider end to end service. Any new requirement will be managed through the variation process.

**Complex Query Form:** For the purposes of pricing, we have assumed this will be set up in the CRM and passed to DIT real time using the Complex Query API.

**Access Management:** The HGS End User Computer (EUC) environment is built on Microsoft Azure AD joined devices and user authentication. It provides a robust and highly scalable and agile in contact centre and home user solution. It also ensures a robust record-level security and identity, and access management is in place, allowing agents access only to the data they need, to effectively undertake their role. Each user will be issued with a secured laptop configured using a hardened version of Windows 10 built, configured, patched, and maintained using Microsoft Intune together with Auto Pilot. This allows us to deploy desktop shortcuts to devices wherever they are, providing they have connectivity to the Internet. Each laptop also has a Microsoft 365 E3 licence installed to provision Intune, autopilot, and Microsoft Teams for internal communication, so important for a homeworking operating model, Mobile Device Management (MDM), IAM/MFA together with Conditional Access capabilities as well as standard Office Productivity tools. (Hard token, authentication has been included as an optional requirement cost.

**Customer Logins:** HGS will provide the customer with three read only licences for the CRM and Connect. Our assumption is that the Customer uses Azure or SAML compliant directory.

**IPR:** Agreed.

**Data Retention:** CRM data will be stored for five years or expiry of the contract at which point it will be transferred to the Customer via an agreed method. Any call recordings will be collated using call metadata and corresponding WAV files bulk uploaded to DIT.

### **Knowledge bank Requirements (Sections 2.30- 2.36)**

Selected because of its industry leading functionality we have selected the smart knowledgebase – within MSD CRM to help agents respond to calls efficiently. Its functionality includes role-based configurations for update, review, publish and tag content. It can hold multi-format knowledge to include videos and has a dynamic search engine so agents can find the right knowledge quickly. Content can be sent to the customer if requested, via email. Easy to use and update, population of the Knowledge bank is owned by our Project Team in implementation. Once live the Quality Coach/Knowledge Manager will work with DIT and our partner Institute of Export and International Trade (IoE&IT) Advanced Customs and International Trade Consultant to ensure new/updated knowledge is updated in a timely manner and accuracy checks completed as per SoR 2.35 c and d. Our trainer will

incorporate any changes into the training materials for DIT approval. That way the customer will always receive the most up to date information.

### **Cyber Security (Section 3.1)**

HGS is committed to safeguarding the confidentiality, integrity, and availability of all information assets through ensuring robust cyber security and data protection processes are in place. We have designed and implemented a data security structure which conforms to HMG Security Policy Framework (SPF), fully accredited to the standards of ISO 9001:2015, ISO/IEC 27001:2013, eSCM SP-2.01 and adheres to ISO27002 and ISO27005 and Cyber Essentials Plus. During transition we will apply for a Cyber Essentials certificate specifically for the DIT service. This is included as an activity in the project plan to be completed by 24<sup>th</sup> September 2021.

An external IT Health check will be completed by a Check provider in advance of service live, we have allowed two weeks within the transition plan (16<sup>th</sup> – 30<sup>th</sup> September) and annually thereafter.

## **Q7 – Business Continuity & Disaster Recovery**

HGS approach to Business Continuity and Disaster Recovery (BC/DR) is certified to ISO9001:2008, 27001:2005 and is aligned with BS25999 Guidelines. An audited and documented process is in place to ensure business continuity is maintained, and disaster recovery supported with minimal disruption to any service. We have never lost access to physical sites in 20 years, and our plans reflect that we are a critical extension to our client's services. HGS established framework for safe delivery is the fundamental building block for the delivery of the ESS service. It allows us to forward plan, establish, implement, test, operate, monitor, review, maintain and continually improve upon our current documented management systems which are designed to prepare for, respond to and recover from disruptive events.

ESS will be delivered via Work@Home combined with in-contact centre delivery across different geographical regions. All staff will be enabled to work from home therefore mitigating the risk of staff being unable to access a physical building when an event prevents access, such as adverse weather (incl. snow, fire, flooding), or pandemic. All staff will use laptops with remote management and secure logins via our Microsoft Azure (Azure) Enterprise Compute model. Full business continuity failover & redundancy is provided, including a generator & UPS protection at each site. HGS moved to this model during the first lockdown in 2020 and since mid-last year have seen no disruption to service delivery during the second lockdown. In a recent client survey, 76% of our clients told us they were 'very satisfied' with HGS which is testament to our partnerships and ability to deliver on target performance against all odds.

**BCDR Plan:** Our Governance, Risk and Compliance team, are accountable for the development of a BC/DR plan structured into three specified parts: A) General Principles, B) BC plan, C) DR plan. The plan provides details of the technical and operational solution that minimises loss of service; identifies critical activities, dependencies, suppliers and resources required to deliver the service in the event of the plan being invoked; to include but not limited to

- **Incident escalation** and management (timely and structured communication between all parties; DIT, HGS and other third parties),
- **Recovery Principles** (designed to impact of loss of service across facilities, staff or technology),

- **Response Times / Time scales** (detailed range of alternative strategies which from short term changes in the IVR / customer announcements to delivering all services from Work@Home.
- **Recovery sites** – All staff will be enabled to Work@Home as our default BCDR strategy. The BCDR plan creation will be managed by the project team and agreed within 4 weeks of service commencement, as per attachment 3, Statement of Requirements (SoR) 4.4.

**BCDR Test Plan:** [REDACTED], Senior Manager Governance, Risk and Compliance will lead the testing process. A BCDR test plan will be developed in conjunction with your team which will include readiness testing, system testing and user acceptance testing. The BC/DR plan will be tested every six months (desk-based), 12 months (full walkthrough) and 24 months (full simulation) or by request of the Customer to ensure it remains fit for purpose. Within 20 Working Days of each test, the Department will receive a detailed report setting out: the test outcome; any failures in the BC/DR Plan or procedure revealed by the test; and HGS's proposals for action. Risk assessments are ongoing and undertaken on a routine basis by our Governance, Risk and Compliance Team. These are recorded/reported as part of our ISO27001 accreditation.

**Approach to dealing with a loss of ICT systems** – Our cloud hosted, technology stack for DIT includes AWS Connect (Connect) for telephony and Azure for CRM, knowledge bank and End User Compute for desk top management and user authentication with multiple availability zones, redundant paths to telecom carriers and replicated UK data centres. They are internationally accredited to include ISO 27017 for cloud security, ISO 27018 for cloud privacy, PCI DSS Level 1, and SOC 1, SOC 2, and SOC 3 and CAF processes (aligned to ITIL). In the unlikely event that Connect is lost we would notify DIT to hide the number on gov.uk until phone service resumed. However once chat is launched, service can continue through CRM (Azure). If Azure is lost, then phone service could continue with a limited service / referral to gov.uk for information.

**Mitigating Downtime:** Our cloud infrastructure has been designed to meet an above 99.95% availability to enable continuous delivery against all KPIs. Any IT updates will be scheduled outside ESS business hours or in the event this cannot be avoided will be planned in advance with DIT so mitigating solutions can be agreed and implemented together, such as IVR messages routing customers to gov.uk or use of alternative channels as they are launched through the term of the contract, e.g., webchat.

## Q8 – CI & Innovation

### *A. How we ensure Continuous Improvement (CI) through the life of the contract*

Led by HGS experienced Public Sector Contract Manager, HGS will drive improvements and reduce cost by proactively sharing insight and opportunities to enhance performance and service quality with DIT throughout the contract term. Using a collaborative approach, we will identify, agree, and manage Continuous Improvement (CI) as part of day-to-day operational delivery to ensure that innovation activities drive commercial efficiencies and increase trader experience. Delivery of CI is the responsibility of your Account Team. During the first 6-month contract we will start developing ideas for the plan in anticipation that the contract will be extended beyond the 1<sup>st</sup> April 2022. Once the extension is confirmed, we will then be ahead to present the CI plan to the customer within 25 working days of notification (in line with the review and approval process). Digital insight and areas for innovation will be presented in quarterly steering meetings (SoR 8.4-8.7) and HGS and IoE&IT will supplement

with whitepapers and online thought leadership events/forums with outputs, outcomes and impact reviewed and agreed in the monthly operations meetings (SoR8.1). The process includes:

- 1) Qualitative and quantitative opportunity identification using data from HGS and customer systems, including voice of the customer, business/process issues, query types, trading sector (e.g., manufacturing) trends, complaints, compliments, escalations, and channel preferences.
- 2) Joint HGS/Customer insight and brainstorming workshops on data findings and opportunities aligned to the ESS strategy.
- 3) Recommendation and Customer agreement on approach, selection, and deployment of innovation activities (concept, process, tools, methodology).
- 4) Agreed Business Benefit Analysis (process improvement, financial benefits, value creation).
- 5) Rigorous Customer/HGS review and sign-off cadence.
- 6) Implementation managed through change control by the Contracts/Project Manager, using HGS' PRINCE2 transition methodology. Reviews ensure lessons learnt are rolled into the next proposal.

To deliver this effectively, HGS' Account Team uses our ISO 9001 accredited Service/Account Management Framework to proactively drive an optimised service via:

## **B. Innovations to add value to the customer**

**B1. Technology for Digital Innovation** - A G-Cloud 12 provider & ranked Top 10 for Digital Customer Experience by HfS, HGS has invested in technology experts (globally and with our partner Marathon Professional Services (RM3815 approved subcontractor) and partnerships with industry leading innovators to deliver innovative, end to end solutions to transform the digital & user experiences. We have designed the cloud-hosted technology stack proposed for DIT to be "future proofed", so the ESS service evolves cost effectively during the contract term through Amazon Connect (telephony), Microsoft Dynamics 365 customer service management (CRM and Knowledge bank) and NICE (Workforce Quality management systems). These systems have the capability to integrate self-service options, chatbots, assisted automation, robotic process automation (RPA), digital channels such as webchat and Natural Language IVR (replacing transactional DTMF touch tone) for faster resolution and increased self-service. *Examples include: 1) 20 second AHT reduction on 70% of inbound contact by introducing a natural language IVR to capture customer data rather than the agent, 2) Reduced contact by 11% through website deflection & signposting by introducing a microsite and advanced knowledgebase to sit alongside gov.uk, 3) Increasing customer accessibility by introducing Whatsapp to open the service to a new demographic.*

**B2. MI for Analysis and Insight** – Data from the reporting suite within the DIT technology stack will be shared with DIT and used collaboratively by the Account Team to make recommendations for service improvements and cost optimisation, e.g., capacity management and resourcing models, user experience improvement, knowledge gaps, technology solution innovations/integrations. *As an example, using call performance data, on other Trader services we have been able to reduce the agent requirement by 10 FTE by multi-skilling agents across service sales and retention to avoid unnecessary handoffs between teams and stranded resources.*

## **B3. People:**

**a) Knowledge Accuracy and Enhancement:** Our partnership with IoE&IT brings supplementary knowledge enhancement within our solution to include Real-time feeds from the IoE&IT news desk ensuring our team are not only abreast of all worldwide policy developments and EU and UK legislation changes but can quickly interpret the policy impact on traders for DIT to review and authorise so customers are provided the right information first time or triaged correctly. IoE&IT will also supplement the Customer provided knowledge articles with the provision of easily digestible information tools including single page quick notes (covering core export/import terms), FAQs (drawing on experience from the IoE&IT technical helpdesk) and 4 trader journey diagrams (to aid understanding of goods movement processes noting actions required by the trader for standard, controlled, SPS measures and excise goods). For costing purposes this is based on 10 quick notes and 4 diagrams across first 6-month contract. A further 20 quick notes are included for each 12-month contract extension).

**b) Programme of Professional Development:** Through our partnership with IoE&IT we have identified a number of value add (optional requirement) recommendations that allow us to create programme of professional development for our agents to support DIT to evolve the ESS service from information and triage to resolution. This includes the •IoE&IT Customs and International Trade Academy to be accredited at Intermediary Level, •Continuous Professional Development (CPD) credits and affiliate membership with further learning supported through the IoE&IT on demand courses and library of documents and recorded webinars and, •utilising HGS apprenticeship scheme, Level 3, for further skills and qualifications. Costs for these three areas has been included as an optional requirement for 10 top performing HGS agents,

**c) Import and Export:** With the advent of freeports in England this year, we believe it is highly likely that traders will be enquiring about both export and imports. IoE&IT can support ESS by developing the training programme to expand agent knowledge and impart information to traders so they know that goods can be imported, manufactured, and exported without standard tariffs or normal customs checks. This is included as an optional requirement cost for a 1-day import training course.

### **B3. Process:**

**a) Operational Improvement:** Led by HGS' Call Off Contract Manager, using HGS global methodology to include our comprehensive quality programme, voice of the customer analysis (CSAT survey) and contact drivers, systems, and people improvement with tools, to drive improvement across service delivery, issue resolution quality and training. They will use MI to identify opportunities to reduce the time and effort to complete tasks and where suitable, reduce staffing by optimising utilisation (e.g., ensuring staff schedules closely align to volume demand/interval arrival patterns, identifying if technology can serve instead of agents).

**b) Trader Customer Journey Improvement:** HGS has a strong working relationship with the IoE&IT through services already being delivered for Trader Support Service and Digital Trader Service. Within our core solution (not optional requirements) for DIT we have included the cost for an IoE&IT Advanced Customs and International Trade Consultant to work with HGS and DIT in the provision of supplementary guidance and expertise during the contract term. Working with IoE&IT, HGS will proactively make improvement recommendations to DIT to ensure call flows, scripts and triage remain relevant to international trade legislation, government advice and policy change and incorporate insight from traders (noting patterns in enquiry subject and complexity) and goods movement customer journeys for their markets, not only through ESS but also from across the established IoE&IT helpdesk and its network of members, which includes DIT regional units.



*As an example, using call performance data, we were able to reduce the agent requirement by 10 FTE by multi-skilling agents across service sales and retention to avoid unnecessary handoffs between teams and stranded resources.*

## **Q9 – Demand Management – Capacity & Volumes**

HGS solution for ESS will use existing trained resources to provide a fully flexible service (up and down) which is future proofed to meet changes in end user needs as follows:

1. For service commencement we will transfer an existing, highly trained workforce, of which the majority of agents and all dedicated management have a base of exporting knowledge.
2. Recruitment of staff on flexible working time contracts across the day/week to manage peaks.
3. In Business As Usual (BAU) we use a combination of direct and partner recruitment, (incl. Cordant and Reed), ensuring the development of an ongoing pipeline of UK based candidates can enable us to meet both planned and unexpected demands.
4. A tried and tested training delivery model for small, medium, and large-scale capacity ramps including e-learning for HGS induction, supported by Institute of Export and International Trade (IoE&IT). Our public sector transition team will co-ordinate all required onboarding for DIT to include laptop commissioning and courier logistics, login and email permissions and IT testing. They ensure everything is in place for training to commence.
5. Our operating model HGS WorkCloud (a hybrid work@home and in office model) allows us to recruit in the right catchments for skillset availability, with ease of employee redeployment across clients using this work@home/ hybrid status, allowing us to protect jobs as client requirements change. This is enabled through cloud-based technology which is cost flexible (monthly not annual licence fees) allowing us to pass savings onto clients and also provide unlimited capacity.
6. A proactive real-time approach to monitoring and management of demand.

We have proven ourselves to be a flexible partner deploying staff at speed and scale for both our public sector and commercial clients. *An example of a similar service is Fujitsu/HMRC Trader Support Service (TSS). HGS is responsible for contact centre and telephony, both designed to minimise risk to this high-profile service. It launched on the 2<sup>nd</sup> November 20 with 70 FTE agents supporting Trader's as they registered to use the service. This was implemented within 1.5 months of contract award. We then ramped up to 700 advisers plus management by the 21<sup>st</sup> December ready for the Brexit policy change on the 1<sup>st</sup> January 2021. As the service is complicated, all staff required 3 weeks training. At peak, we onboarded 300 new starters in one day, and delivered 27 training groups simultaneously. To achieve this, we; recruited from catchments, across the UK where customs skills were available (e.g., certain university cities, ports such as Liverpool and in Northern Ireland where we had committed to create jobs), we implemented HGS WorkCloud for flexibility and drew upon HGS IoE&IT experienced trainers to develop and deliver training. Subsequently we have worked closely with Fujitsu/HMRC to ensure staffing is aligned with demand and in mid-August we are reducing the headcount on the service by 150 FTE for which all staff will be redeployed other HGS clients. Even with such a challenging launch, throughout delivery our KPIs have been green.*

### **Mechanisms to deal with demand/volume fluctuations in the short, medium, and long term**

Our ISO9001 accredited workforce management approach is designed to anticipate fluctuations in work volumes and therefore adjusts the number of agents accordingly allowing us to deliver quality services at all times, un-affected by sickness, leave, training or recruitment. We follow this approach for all our public sector clients and for the last 6 months have delivered “green” performance metrics across all.

**Long Term:** During transition our UK Workforce Management (WFM) team will work with DIT to set up a 12-month rolling forecast of required agents, using the provided volumetrics (English and Welsh), service levels, AHT, and opening hours which has then been overlaid against our best practice operational metrics and Erlang model, factoring in peaks in daily interval patterns, attrition and backfill training requirements. This will give DIT forward plans for post 31<sup>st</sup> March 2021 to support the securement of further funding.

**Medium Term:** From this they create a Capacity Management Plan. This is a 13-week rolling view from which a 6-week schedule detailing the number of agents required to deliver the available/productive hours to achieve the forecast service levels by day and 30-minute intervals. Against this, agent FTE and management requirement are scheduled using a range of shift patterns. Any shortfalls are identified and where these can't be addressed by making changes within the existing resource/delivery model, recruitment and training plans are created. Any variations within 10% will be agreed in the operations meeting and where the variation is above 10% HGS will use the Variation procedure within the contract. The plans are approved by the Call Off Contract Manager (COCM) prior to release and managed per variation procedure (SoR 3.16).

**Short Term:** To ensure we deliver the required available/productive hours, actual performance, and delivery of demand against forecast, performance is monitored/reviewed in real time, daily, weekly, and monthly over the life of the contract with actions taken accordingly to address shortfalls as detailed above.

*We have a proven track record scaling up/down to meet different levels of demand as detailed for Money and Pension Service (MAPS). We double the size of the service every January and February to support the seasonal peak. Since contract start, we have seen fluctuations in demand, particularly during COVID-19. To protect service levels without the need for extensive recruitment/training and associated cost, we have increased opening hours, adjusted service levels, introduced new digital channels and offered call backs in quieter times.*

### **Service Level Performance Management Methodology**

To ensure the operation delivers the required service levels, the actual performance against expected is monitored on multiple levels; real-time, daily, weekly, and monthly:

**Real Time Analysts and Team Managers (TM)** monitor actual volumes received, service levels, average handle time, schedule adherence and agent utilisation, making realtime changes as required to staff availability and scheduling. They update the Call Off Contract Manager (COCM) on performance via a weekly conference call and regular email updates / calls during the week.

**Agent Performance** - every agent is set targets for adherence, attendance, and call metrics (AHT, ACW, hold etc, meeting scheduled call-back times.). These individual statistics are made available for the agents to access, allowing them to take responsibility and encourage self-management.

**Agent, Team and Group performance** - statistics are fully visible to TM, COCM and Real Time Analysts through dashboards on their laptops and wallboards allowing real time adaptation.

**Performance outliers** – reports identify outliers against key ESS delivery metrics to enable TM to coach agents and /or teams to improve performance.

**MI and Analytics** – identifies reasons for variance from which the operations team can build action plans for improvement. This includes our globally reported, KPI trend and reporting tool, Form F, which provides a long-term view of performance to observe and act upon negative trends.

### **Accommodating an example scenario of a contact volume variance of +/-20% or more?**

To accommodate a variance of +20% we can use a combination of levers to minimise additional cost pressures. For short and medium-term solutions, we will complete “what if

scenario” models to agree with DIT during transition. These can then be deployed immediately, avoiding the variance procedure where there is a risk of delay. The majority of the examples below can be delivered without increasing the budget.

**Short Term (a few hours):** Our WFM teams reduce off-phone work to increase agent capacity. This may include postponement of training; reduction / change in lunch periods and breaks; changes to IVR using agreed messages to drive to online, and if agreed, overtime. TM and Quality Coach can also take calls

**Medium Term (a few days):** In addition to short term, we change IVR messages to promote / redirect to gov.uk for agreed enquiry types, staff holiday freeze, extending opening hours and adjusting service levels; As an example, on MAPS, we have tested different service levels and up to 70% in 60 seconds with a PCA of 95% has proven to have negligible impact on the customer experience whilst creating capacity.

**Long Term (more than 4 weeks):** We can take different approaches depending on the trend in order to minimise cost. For a tactical increase, e.g., FAQ requirement (e.g., announcement/event), we can recruit staff with a specific skill. Training can be reduced to 1-2 days and resource filled quickly. These initiatives can be implemented even faster if Bring Your Own Device (BYOD) can be used with basic security checks; typically, 5-10 days. *E.g., for Track and Trace we recruited and trained 250 agents in 2 weeks for a particular process/customer interaction with a 2-day training duration.* Where the requirement is permanent and full-service ramp/training is required, then we would allow up to 8 weeks to recruit directly as per SoR 5.2,5.3.

For reduced volumes of -20% we wouldn't want to reduce resource unless it was a permanent down-sizing of the operation because of the calibre of staff recruited and the investment in training and development by both HGS and DIT. For short term events we instead offer employees the chance to take holiday or “bank hours” to then be called upon during busier times. For longer term events we would look to redeploy them, where possible, on other client programmes across the business.

## Q10 – Optional Service Delivery

We have responded SoR 3.11 by presenting the initiatives in two sections. The first relates to knowledge and international trade and includes 3.11a, second enabling technology and opening hours 3.11 b - e.

### Added Value through our Partnership with the Institute of Export and International Trade (IoE&IT)

We believe we are unique within the RM3185 framework because we already have transferrable experience in supporting traders to move goods, post Brexit; • \_Fujitsu/HMRC Trader Support Service (TSS): contact centre services and telephony to support traders moving goods between Great Britain and Northern Ireland. •Digital Trader Service (DTS): Registration, subscription, advice, guidance, and triage for traders wishing to submit declarations for goods imported to the UK from the EU. On both clients we partner with and are provided support services by the Institute of Export and International Trade (IoE&IT). More than 230,000 SMEs already export overseas but export minister Graham Stuart MP believes this number could more than double to 600,000. For DIT we have identified a number of added value initiatives to support and protect service live and ensure the longer-term success and evolution of the ESS helpdesk. The way we can do this includes; supplementary specialist training, international trade awareness, facilitating joined up

communication and gathering additional insight from those departments involved in international trade (such as DIT regional units) and supporting the government levelling up agenda.

### Contact Centre Initiatives

**Case studies, FAQs, and other service promotional materials:** within our core solution we have included IoE&IT single page quick notes (covering core export/import terms), FAQs (drawing on experience from the IoE&IT technical helpdesk) and trader journey diagrams (to aid understanding of goods movement processes noting actions required by the trader for standard, controlled, SPS measures and excise goods). For costing purposes this is based on 10 quick notes and 4 diagrams across first 6-month contract. A further 20 quick notes are included for each 12-month contract extension). Any additional case studies or materials will be created through a combination of HGS and IoE&IT experts and charged at a day rate.

**Export Agent Training:** In our core service offer, all members of the ESS Helpdesk will have received IoE&IT training in exports. This will either be from the intensive training course delivered for TSS or a 1-day specific export training programme. This supplementary knowledge builds further contingency to ensure we are ready to face a full range of enquires at the launch of this new service. If this knowledge is found to be beneficial, then any new starters for attrition backfill and ramp can attend the course at an additional charge. The course includes; Exporter responsibilities, Valuation of goods for customs purposes, Basic export and transport documents, Rules of Origin, VAT, Role of customs intermediaries, CHIEF and CDS declarations systems, Customs Procedures Codes and the customs declaration form, Commodity codes: application and impact on imports, Incoterms®: application and impact on exports, Transit procedures, E-commerce movements, Certificates for food and plant products.

**Import Agent Training:** With the advent of Freeports in England this year, we believe it is highly likely that traders will enquire about export and imports. IoE&IT can support ESS by developing a training programme so they can answer queries on how goods can be imported, manufactured, and exported without standard tariffs or normal customs checks. This is a 1-day import training course covering; Indirect and direct importing, Key documentation, The role of HMRC, Import duties and VAT, Processing an import order: the contract of sale, Commodity codes: application and impact on imports, Role of customs intermediaries, CHIEF and CDS declarations systems, Customs Procedures Codes and the customs declaration form, Incoterms®: application and impact on imports, Certificates for food and plant products (import pre-notifications), For EU-GB imports, the Border Operating Model

**IoE&IT Webinars:** Tailored for the ESS helpdesk, a monthly one-hour webinar keeping the agents and DIT up-to-date and engaged so they are confident handling trader queries such as legislation/policy changes covering export, import, customs procedures, VAT, and logistics.

**Intermediary Customs Training:** For agents showing true potential (10 best performing agents) this IoE&IT course will allow them to achieve Customs and International Trade Adviser Level. It is an intensive deep-dive into more detailed areas of international trade and customs – such as Rules of Origin/commodity codes/Export Controls providing career progression and a legacy of committed agents who deliver high quality advice and guidance – servicing government's needs in the regions

**Continuous Professional Development (CPD) and Apprenticeships:** CPD credits and affiliate membership with further learning supported through the IoE&IT on demand courses

and library of documents and recorded webinars. Apprenticeship, Level 3 utilising HGS apprenticeship scheme, further international trade skills and qualifications.

### Trader/ Wider Initiatives

**DIT Regional Stakeholder Engagement:** The IoE&IT already has close working relationships with many DIT regional units across the UK. Therefore, there is opportunity to bring both central, regional DIT and ESS helpdesk together through a programme of communication, data insight and trends, policy advice and guidance and exploring solutions for identified problems. The cost provided is for 6 physical/virtual meetings for each rational ITA tailored to the DIT region.

**Policy Support:** IoE&IT has first-hand insight on the challenges traders face every day to include its membership base and established technical helpdesk. They can support DIT to provide insight to government policy makers, with both quantitative and qualitative data. Management Educational Support Apprenticeship: IoE&IT will support the education of DIT staff via a chartered management degree apprenticeship. This is a four-year IoE&IT programme of learning run with the University of Plymouth leading to a BSc (Hons) Professional Management Practice.

### Strategic Legal and Technical Support

Through our partnership delivering TSS we have access to strategic advisers to the government to include [REDACTED], (Chair of Global Vision, COE of Competere, Head of Trade at the Centre of Economics and Research), [REDACTED], (CEO of KGH Border Services), and [REDACTED], (former HMRC Director of Customs and Transformation). They will be able to provide supplementary advice across international trade and customer law and policy, EU rules and insight from HMRC former senior official.

### Added Value through Enabling Technology

We have designed the cloud-hosted technology stack proposed for DIT to be “future proofed”, so the ESS service evolves cost effectively during the contract term through Amazon Connect (telephony), Microsoft Dynamics 365 (MSD) customer service management (CRM and Knowledge bank) and NICE (Workforce Quality management systems). These systems have the capability to add digital functionality or easily integrate to other cloud technology through pre-established API.

**Webchat:** Amazon Connect has functionality to build webchat within its agent console. Being in the same platform as telephony, agents can easily move between voice and chat and our real time analysts are able to manage two “live” channels more effectively. Costs are included for a basic scope.

**Smart Queue Jumping:** Our assumption is that this is to provide certain traders with a priority service. For ease in the customer journey our recommendation is that a second inbound phone number is provisioned. This would be published only to those traders DIT wishes to be able to “jump the queue”. If this is actually related to in queue call back, then this functionality has already been priced in the core solution.

**Appointment Booking:** This functionality is available in the MSD CRM and included in the licence fee for the CRM. We have included a basic build for purposes of the proposal with guideline charges.

**Call Transcription:** Amazon Connect, Contact Lens provides full sentiment and text transcription of each call. Data can be used for both query analysis and insight and quality coaching. The TM has access to live dashboards on their computer so they can provide

support to agents and traders if a red flag is indicated. Costs are included for the build and realtime API based on JSON.

**Opening Hours:** The opening hours are all delivered currently for our existing public sector clients. These have been priced as requested.

### Q11.1 – Social Value – Businesses/Jobs/Skills

A key partner to many government departments our Model is an extension of the investments HGS has made in Corporate Social Responsibility (CSR), a part of our culture.

#### Method Statement

Our Social Value model is owned by our Executive Board and commits to all aspects of the Social Value Legislation and the government levelling up agenda. HGS creates opportunities for entrepreneurship and helping new organisations to grow through our supply chain management and localisation agenda. We create employment and skills in our workforce through, comprehensive training and opportunities for development and progression, helping those from disadvantaged groups move into higher paid work by. Our commitment includes: **Business:** •Measurement, reporting, and increasing the types of organisation in our supply chain (SMEs, VCSEs), •Holding engagement activities in the localised region where the services will be delivered to diversify and localise our Supply Chain, •Removal of barriers to entry for new supply chain partners, ensuring our selection process is fair and transparent, •Advertising opportunities considering the best open methods to use such as contracts finder, •Supply Chain prompt payment (within 30 days of invoice receipt).

**Employment:** •Continuation of fair and equal employment through our recruitment process, aligned to the 5 foundational principles in the Good Work Plan, •Maintaining all our contact centres to be accessible to those with disabilities, •HGS WorkCloud (Work@Home and in office hybrid model) opening up employment to areas across the UK where skilled opportunities are not as available (Inc. Scottish Borders and Northern Ireland), •Gender pay gap reporting and maintaining pay parity, •Engaging our workforce in the matters that really count, through a diversity committee, •Comprehensive training, including digital skills and supplementary training from the Institute of Export and International Trade (IoE&IT), •Providing opportunities for career progression through access to CPD and •Commitment to Level 3 apprenticeships.

#### Project Plan

**Transition:** •Supply Chain confirmed, •Reports set up to monitor and measure our commitments to suppliers and employees, •Employees selected through our recruitment process, enabled through HGS WorkCloud and specific DIT skills, knowledge and systems training delivered

**First six months:** •Monitor and measurement of our commitments, •Employees receive intensive quality and coaching, •Individual development plans created and managed, •Training Needs Analysis and action plans identified and agreed ready for contract DIT contract extension

**First 12 months:** •Monitor and measurement of our commitments, •Developing additional skills in role (e.g., IoE&IT import training and IoE&IT Customs and International Trade Academy for accreditation at Intermediary Level; •Identify team members for further CPD and apprenticeship schemes.

**Years 2-3:** Opportunity for longer term specialist skills enhancement to include •CPD credits and affiliate membership with further learning supported through the IoE&IT, and •utilising HGS apprenticeship scheme, Level 3, for further international trade skills and qualifications.

### **Monitor, Measure & Report to Support the Policy**

HGS works with staff, suppliers, and clients in the co-design/creation of the policies. Our approach ensures all stakeholders are engaged, shared ownership in the approach, increased adoption, and success. Where required full training is delivered to our staff, customers, and suppliers as appropriate. We monitor our commitments through our; **a) global governance** and reporting systems. Reporting is tracked by contract and location, to include supplier prompt payment reporting, diversity/equal opportunities, recruitment, training, development, apprenticeships, and promotions. We are also able to drill down to individual where relevant to ensure parity, **b) From our clients and suppliers**, feedback is gathered through our global client satisfaction surveys and structured governance (quarterly and annual business reviews) which are represented by our Executive, **c) For Employees** feedback is gathered through our annual global employee satisfaction surveys, touch base ESAT surveys, Executive led employee “Town Halls” and specific committees, such as the Diversity Committee and Social Committee. We also ensure industry and thought leadership and legislation is shared through our global client advisory programme of round tables and forums, industry leaders such as IoE&IT, employee intranet and bi-monthly magazine.

HGS finance, procurement and HR departments track metrics daily, are reviewed by business stakeholders weekly and monthly by our Executive, to ensure any deviation of planned vs actual is addressed quickly.

### **Q11.2 – Social Value – Improve Health & Wellbeing**

HGS is fully committed to ensuring the health and wellbeing of our staff, as well as the wider community and supply chain. HGS has comprehensive policies designed to positively impact individual wellbeing and contribute to transforming our local communities in a real, sustainable manner, whether home or office based. HGS already has health and wellbeing policies in place across the two areas, with a commitment to:

#### **Support Health and Wellbeing in the Workforce:**

- Maintain an understanding of the health and wellbeing of our workforce through regular engagement through proactive line management, ESAT surveys (annual and regular touch base), wellbeing communications through our intranet and bi-monthly magazine.
- All staff have access to free counselling, mindfulness & wellbeing programmes through our Perkbox scheme
- Formal occupational health support & HR interventions\_
- We have created HGS WorkCloud (based on employee feedback), a hybrid Work@Home/ in office delivery model. It offers benefits of home working (reduced commute, time for interests and physical activity) with scheduled in office face to face activities (coaching, social & training).

#### **Influence Health and Well Being (Staff, Suppliers, Customers)**

- Implementation of the 6 standards in the Mental Health at Work commitment, and promotion of this through our Supply Chain Partners.
- All staff have access to discounted gym membership, through our Perkbox scheme, along with onsite gyms in a number of our centres.
- HGS supports the wider community which initiatives such as donation to local food banks, hospital fundraising, local charities, and local sport teams' sponsorship.

## Project Plan

**Transition:** •Reports set up to monitor and measure our commitments, •HGS WorkCloud established, •Access to Perkbox enabled •Health, Wellbeing and Perkbox use forms part of induction training, •30-, 60- and 90-day HR interventions to ensure staff are settled and supported

**First six months:** •Monitor and measurement of our commitments, •Line Manager one on ones and informal peer chatrooms, • Touchbase ESAT Survey completed, • Exec Town Halls attended, • Voluntary work promoted

**First 12 months/Ongoing:** •As above plus • Global Annual ESAT Survey and Client CSAT Survey •

## Monitor, Measure & Report to Support the Policy

HGS works with staff, suppliers, and clients in the co-design/creation of our health and well-being policies. Our approach ensures all stakeholders are engaged, shared ownership in decisions, increased adoption, and success. Where required, full training is delivered to our staff, customers, and suppliers as appropriate.

We monitor, our commitments as follows: **a) Global HR governance** and reporting systems and adhere to legislative reporting (equal pay). Inclusivity & diversity is tracked using data collected in the recruitment process (age, disability & ethnicity), analysed to identify areas of concern &, address policies or practices that are affecting diversity & equality, **b) From our clients and suppliers**, feedback on wellbeing and volunteer work is gathered through our global client satisfaction surveys and structured governance (quarterly and annual business reviews) which are represented by our Executive, **c) For Employees** feedback is gathered through; •Regular one on ones and chat rooms/face to face with line managers and peers, •Our annual global employee satisfaction surveys, •Regular touch base ESAT surveys and •Executive led employee "Town Halls" and specific committees, such as Diversity and Social.

HGS HR department tracks metrics daily, are reviewed by business stakeholders weekly and monthly by our Executive, to ensure any deviation of planned vs actual is addressed quickly. Reporting is tracked by contract, location and agreed demographic data (incl. tenure, age, ethnicity, disability etc). We are also able to drill down to individual where relevant to ensure safety, wellbeing, and parity.



## Q12 Pricing

### Customer Instructions:

Quantities should be based on the estimated volume assumptions to provide a indicative scenario based cost for evaluation purposes. Call Volumes are estimated to be around 3,000 per week based on current export calls received by departments across Government. For the purposes of Bidder's tender response, the Bidder should model resources on 3,000 calls per week at 10 minutes Average Handling Time – steady hour by hour, day by day with no peaks or troughs. See Section 3 paragraphs 3.12 - 3.16 of Schedule 2 Annex A Statement of Requirements for further detail on Capacity and Volume requirements. Please note - this is a scenario for evaluation purposes only. There can be no guarantee of the volumes over the term of the contract.

Table 1a. The Bidder should provide an hourly rate for each agent role on the basis of Available Hours. The Bidder should provide their calculation for the number of Available Hours in a working day per agent and the number of agents the bidder proposes to use. This will calculate a total daily cost to the Customer for agents at that role. The Bidder should provide the number of working days in the Initial Period from Service Commencement to 31st March 2022. This will calculate a total cost to the Customer for 6 months.

Table 2a. The Bidder should provide an hourly rate for each agent role on the basis of Productive Hours. The Bidder should provide their calculation for the number of Productive Hours in a working day per agent and the number of agents the bidder proposes to use. This will calculate a total daily cost to the Customer. The Bidder should provide the number of working days in a 12 month period. This will calculate a total cost to the Customer for 12 months.

Bidders should also provide any other Operational Costs which are not included within the hourly rates in table 3.

All rates and costs should exclude Profit which should be input in the Total Price Calculation.

Table 1a :Agent Charges - Available Hour Total Cost to Customer for 6 months

1.a Agent Charges Available Hour (Agent roles based on CCS Framework RM3815)	Guidance	Hourly rate (£) (Available Hours) (Excludes Profit)	Supplier calculation for number of Available Hours in a Working Day per Agent	No. of Agents	Total daily cost to Customer (Col I * Col F * Col H)	No. of days (Assumption of working days in initial period from Service Commencement to 31st March 2022 - 6 months)	Total cost to Customer for 6 months
Team Leader or equivalent	Wrapped cost per hour/per agent - see 1b. Breakdown of Hourly Rate for what costs rate should include / exclude)						[REDACTED]
Back Office Agent or equivalent							
Advanced Agent or equivalent							
Intermediate Agent or equivalent							
Entry Level Agent or equivalent							

**Table 2a :Agent Charges – Productive Hour Total cost to Customer for 12 months**

<u>2a. Agent Charges Productive Hour</u> (Agent roles based on CCS Framework RM3815)	<u>Guidance</u>	<u>Hourly rate (£) (Productive Hours)</u> (Excludes Profit)	<u>Supplier calculation for number of Productive Hours in a Working Day per Agent</u>	<u>No. of Agents</u>	<u>Total daily cost to Customer</u> (Col I * Col F * Col H)	<u>No. of days</u> (assumption of working days in a 12 month period)	<u>Total cost to Customer for 12 months</u>
Team Leader or equivalent	Wrapped cost per hour/per agent - see 2b. Breakdown of Hourly Rate for what costs rate should include / exclude)						[REDACTED]
Back Office Agent or equivalent							
Advanced Agent or equivalent							
Intermediate Agent or equivalent							
Entry Level Agent or equivalent							

Table 3 :Other Operational Costs – Total Cost for 6 months and 12 months

3. Other Operational Costs (£)	Guidance	Description of what the cost relates to:	Qty	Unit Price <small>Provide cost breakdown for each component or rate (excludes profit)</small>	Total Cost (6 months)	Total Cost (12 months)
Management fee	Any operational costs which are not included within the Agent hourly rates in table 1a and table 2a to the extent that such costs are necessary and properly incurred by the 'Supplier' in the provision of the Services	1 dedicated (FTE) Call Off Contracts Manager as per Schedule 6 (call off contract) and 1 dedicated (FTE) Quality Coach/Knowledge Administrator, 1 dedicated (FTE) IoT/IT Consultant. Other management and support staff from across our expert teams are shared	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
IT Infrastructure i.e. Ongoing support and maintenance	Include in Other Operational Costs any reasonable costs for management resources as 'Management fees'. The Bidder should detail in the description what assumptions have been made for the size of the management team linked back to their technical bid.	Tech infra and CRM license costs in year 1. Year 2 costs include recovery of CRM set up costs. <b>Out of £145,873, £111,438 is the licence and infrastructure cost. The balance is the recovery of the CRM set up.</b>				
Telephony i.e. Call charges, line rental		AWS ongoing usage charges				

Evaluated Total Price		[REDACTED]		Total Price:	
Requirements (Evaluated)		Implementation	Service Delivery (Available Hour )	Service Delivery (Productive Hour)	Exit (Scenario 1)
Total Costs		[REDACTED]			
Profit		[REDACTED]			
Total Charges		[REDACTED]			
Tendered Profit Margin (%)		[REDACTED]			

**CALL OFF SCHEDULE 16: PROCESSING PERSONAL DATA**

This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Customer at its absolute discretion.

- 1.1 The contact details of the Customer's Data Protection Officer are: [REDACTED] – **data.protection@trade.gov.uk**
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED] – **DPO@teamhgs.co.uk**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Customer is Controller and the Supplier is Processor</b>  The Parties acknowledge that in accordance with Clauses 34.5.2 to 34.5.15 and for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>● First name of end user of the helpline</li> <li>● Last name of end user of the helpline</li> <li>● Email address of end user of the helpline</li> <li>● Telephone number of end user of the helpline</li> <li>● Position within organisation of end user of the helpline</li> <li>● Addresses of end user (where a sole trader is using a personal home address)</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b>  <i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>● Business contact details of Supplier Personnel for which the Supplier is the Controller, and</li> <li>● Business contact details of any directors, officers, employees, agents, consultants and contractors of the Customer (excluding the Supplier Personnel) engaged in the performance of the Customer's duties under this Call Off Contract for which the Customer is the Controller.</li> </ul>

Duration of the Processing	<p>The duration of the Call Off Contract Period including any Extension Periods.</p> <p>Personal Data must be held in accordance with the data retention periods specified in the privacy notices for the purposes of UK GDPR compliance, which shall be based on the Customer's privacy notice. The Customer's privacy notice provides that: (a) Personal Data must not be retained for longer than three (3) years from the last action date with the Data Subject; and (b) anonymised information related to the queries, the advice given, aggregated analyses, and any other anonymised related information will be retained for up to 15 years from the date when the advice was given or the analyses approved.</p> <p>Data in the Supplier's Customer Relationship Management (CRM) system, including transcripts of calls (excluding call recordings) shall be retained for five (5) years or until the expiry of this Call Off Contract, at which point all data shall be transferred in full to the Customer, who will retain the data for ten (10) years.</p> <p>The data retention period for call recordings will be 3 months and a log kept of all access to those recordings and their use. No recordings are to be released for any purpose without approval by the Customer except where the Supplier is required by Law to release any recordings. If it is so required the Supplier shall notify the Customer before releasing any recordings unless prohibited by Law.</p>
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>Personal Data will be Processed in order to provide export support to businesses, in addition to reporting, evaluation and monitoring purposes. This may include matching to other data sources to understand more about organisations like the end user's and general patterns or trends. The data will not be published or referred to in a way which identifies any individual or business. The Personal Data may also be Processed for marketing purposes where consent from the end user is given.</p>
Type of Personal Data	<p><b>End users (exporters or enquirers which will be calling the helpline)</b></p> <ul style="list-style-type: none"> <li>● <b>First name and Last name</b></li> <li>● <b>Email address</b></li> <li>● <b>Telephone number</b></li> </ul>

	<ul style="list-style-type: none"> <li>● <b>Position within organisation</b></li> <li>● <b>Addresses (if a sole trader is using a personal home address)</b></li> </ul>
Categories of Data Subject	<p><b>End users (exporters or enquirers which will be calling the helpline)</b></p> <p>Supplier staff</p> <p>Customer staff</p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Law to preserve that type of data	<p><b>Personal Data must be held in accordance with the data retention periods specified in the privacy notices for the purposes of UK GDPR compliance, which shall be based on the Customer's privacy notice.</b> The Customer's privacy notice provides that: (a) Personal Data must not be retained for longer than three (3) years from the last action date with the Data Subject; and (b) <b>anonymised information related to the queries, the advice given, aggregated analyses, and any other anonymised related information will be retained for up to 15 years from the date when the advice was given or the analyses approved.</b></p> <p><b>Data in the Supplier's CRM system, including transcripts of calls (excluding call recordings) shall be retained for five (5) years or until the expiry of the contract, at which point all data shall be transferred in full to the Customer, who will retain the data for ten (10) years.</b></p> <p><b>The data retention period for call recordings will be 3 months and a log kept of all access to those recordings and their use. No recordings are to be released for any purpose without approval by the Customer</b> except where the Supplier is required by Law to release any recordings. If it is so required the Supplier shall notify the Customer before releasing any recordings unless prohibited by Law.</p>