

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

PART A: Further Competition Order Form Template

CALL-OFF REFERENCE:	C311457
THE BUYER:	Food Standards Agency
BUYER ADDRESS	Foss House, Kingspool, Peasholme Green, York, YO1 7PR
SUPPLIER REFERENCE	BTMVDS01750
THE SUPPLIER:	British Telecommunications Plc
SUPPLIER ADDRESS:	One Braham Street, London, E1 8EE
REGISTRATION NUMBER:	01800000
DUNS NUMBER:	22 701 5716
SID4GOV ID:	22 701 5716

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 6th August 2025.

It is issued under the Framework Contract with the reference number RM6261 for the provision of Mobile Voice and Data Services.

CALL-OFF LOT(S):
Lot 2

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6261
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6261
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6261
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Supplier Furnished Terms)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6261
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

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

None

CALL-OFF START DATE: 30 Working Days after the final Party has signed the Contract

CALL-OFF EXPIRY DATE: Is the date on which the Initial Period of the Contract ends

CALL-OFF INITIAL PERIOD: 2 Years, 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 3 x 12 month periods

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION
90 days

CALL-OFF DELIVERABLES
See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by Special Term 7 in RM6261 Framework Award Form v2.1.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £27,900.00.

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES
None

PAYMENT METHOD
BACS Transfer

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available online for reference purposes only at:

<https://www.food.gov.uk/about-us/fsa-environmental-sustainability-strategy>

SECURITY REQUIREMENTS

Call-Off Schedule 9, Part A (Short Form Security Requirements) applies

BUYER'S SECURITY POLICY

Available online for reference purposes only at:

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

In line with Call-Off Schedule 9, Part A (Short Form Security Requirements), the Suppliers security policy applies

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

As agreed between both Parties

PROGRESS MEETING FREQUENCY

As agreed between both Parties

KEY STAFF

Key Role	Key Staff	Contact Details
BT Account Manager	[REDACTED]	[REDACTED]
BT Mobile Specialist	[REDACTED]	[REDACTED]
EE Public Sector Care Team	[REDACTED]	[REDACTED]

KEY SUBCONTRACTOR(S)

The Supplier may subcontract the Service to EE and will assign the benefit of Order to EE in respect of ordering, provision, maintenance, invoicing, and payment for the Service.

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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

For and on behalf of the Supplier:	For and on behalf of the Buyer:
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Joint Schedule 1 (Definitions)

1. Definitions

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

the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

- 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
- 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
- 1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (**"EU References"**) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and
- 1.3.14 unless otherwise provided, references to **"Buyer"** shall be construed as including Exempt Buyers; and
- 1.3.15 unless otherwise provided, references to **"Call-Off Contract"** and **"Contract"** shall be construed as including Exempt Call-off Contracts.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);

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

	<p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>means:</p> <p>a) the Relevant Authority's internal and external auditors;</p> <p>b) the Relevant Authority's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;

"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Business Hours"	standard business hours from 0800 to 1800 Monday to Friday, excluding bank holidays
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;

"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Catalogue"	the Supplier's catalogue of Deliverables available to Buyers in relation to Lot 1 only to order without Further Competition;
"Catalogue Publication Portal"	the CCS online publication channel via which Buyers can view the Catalogue;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;

"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the

	Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:

	<p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> (i) base salary paid to the Supplier Staff; (ii) employer's National Insurance contributions; (iii) pension contributions; (iv) car allowances; (v) any other contractual employment benefits; (vi) staff training; (vii) workplace accommodation; (viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with the Buyer; <p>costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> (i) Overhead; (ii) financing or similar costs; (iii) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract
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	<p>Period whether in relation to Supplier Assets or otherwise;</p> <p>(iv) taxation;</p> <p>(v) fines and penalties;</p> <p>(vi) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>(vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;

"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Direct Award Criteria"	the award criteria to be applied for the direct award of Call-Off Contracts following the process set out in Framework Schedule 7(Call-Off Award Procedure);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:

	<p>would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>is required by the Supplier in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <p>the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</p>

	if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	a public sector purchaser that is: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council;

	<p>vii) Directive 2014/24/EU of the European Parliament and Council;</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 (as amended from time to time) and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:

	<p>a) riots, civil commotion, war or armed conflict;</p> <p>c) acts of terrorism;</p> <p>d) acts of government, local government or regulatory bodies;</p> <p>e) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	The initial period of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);

"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Government Data"	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <p>a) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</p>
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Environment"	The ICT systems used in the delivery of the Services as described in Call-Off Schedule 6 (ICT Services);
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"ICT Services"	The ICT related Services to be delivered under a Call-Off Contract as described in Call-Off Schedule 6 (ICT Services);
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <p>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</p> <p>c) details of the cost of implementing the proposed Variation;</p> <p>d) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p>

	<p>e) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>f) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p>

	<p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at</p>
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	<p>Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;

"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or d) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or e) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or

	requirements with which the relevant Party is bound to comply;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;

"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>c) but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>b) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>c) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>d) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:

	<p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>e) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; <p>f) Overheads;</p> <p>g) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>h) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>i) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>j) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>k) the actual Costs profile for each Service Period;</p>
"Operational Hours"	24 hours a day, 7 days a week, 365 days out of the year, less any down time in the case of the self service portal
"Optional Services"	means those services set out in Schedule 20 which describe the optional Services which the Buyer may require the Supplier to perform in accordance with Clause 24.9;

"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at:

	https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies;
“Processing”	has the meaning given to it in the UK GDPR;
“Processor”	has the meaning given to it in the UK GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
“Progress Report”	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
“Progress Report Frequency”	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
“Prohibited Acts”	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> iii) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or iv) under legislation or common law concerning fraudulent acts; or v) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>b) any activity, practice or conduct which would constitute one of the offences listed under (c) above</p>

	if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: a) full details of the Default that has occurred, including a root cause analysis; d) the actual or anticipated effect of the Default; and e) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 as updated from time to time (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services,

	<p>calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>f) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date,

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

"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Offer"	a Deliverable made available to Buyers by the Supplier via the Catalogue;
"Service Offer Effective Date"	the date when the Service Offer will be available to Buyers on the Catalogue;
"Service Offer Expiry Date"	the date the Service Offer will be/was removed from the Catalogue;
"Service Offer Price Card"	means a list of prices, rates and other amounts for a specific Service Offer;
"Service Offer Template"	the template set out at Annex 1 to Part B of Framework Schedule 3 (Framework Prices);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;

"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	<p>any:</p> <p>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>standards detailed in the specification in Schedule 1 (Specification);</p> <p>standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p>

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

"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; d) provide the Goods and/or Services in accordance with the Service Levels ; and/or e) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Prospectus"	means the written description of the Supplier's functionality of the Deliverables and Supplier Staff and in the format as notified by the Authority to the Supplier, as the same may be amended or updated from time to time
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions. levies or liabilities (other than in return for

	<p>goods or services supplied or performed or to be performed) and withholdings; and</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"TEM Provider"	means a Supplier appointed by CCS to provide telecoms expense management;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	<p>a plan:</p> <p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the achievement of Milestones;</p>
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Time and Materials"	A pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's employees and Sub-Contractors, and for materials used in the project, no matter how much work is required to complete the project;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –

	<p>a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</p> <p>b) Commercially Sensitive Information;</p>
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Volume Discount(s)"	the discounted price(s) applicable to purchases which exceed a Volume Discount Threshold;
"Volume Discount Threshold"	has the meaning set out in paragraph 7 of Framework Schedule 3;
"Worker"	<p>any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;</p>
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and

"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.
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Joint Schedule 2 (Variation Form)

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

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

Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

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

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

Signature	
Date	
Name (in Capitals)	
Address	

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

Signature	
Date	
Name (in Capitals)	
Address	

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

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

2. How to manage the insurance

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

3. What happens if you aren't insured

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

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
 - 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any
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insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
 - 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.
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ANNEX: REQUIRED INSURANCES

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

professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);

public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);

product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and

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

Joint Schedule 4 (Commercially Sensitive Information)

What is Commercially Sensitive Information?

In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 of the Core Terms (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	Tender response date.	All BT service description/service offer information	Term and any Termination Assistance Period plus 12 months.
2	Tender response date.	The Charges, including any Financial Model,	Term and any Termination

		other than the aggregate total Contract Charge.	Assistance Period plus 12 months.
3	Tender response date.	All Personal Data within the meaning of the Data Protection Legislation.	Any period as required under Data Protection Legislation
4	Tender response date.	BCDR Plan provided by the Supplier after the Effective Date.	Term and any Termination Assistance Period plus 12 months.
5	Tender response date.	Security Management Plan.	Term and any Termination Assistance Period plus 12 months.
6	Tender response date.	Any information produced by the Supplier in connection to the Dispute Resolution Procedure.	Term and any Termination Assistance Period.
7	Tender response date.	The outcome, including any written reports, of any Audits conducted.	Term and any Termination Assistance Period plus 12 months.
8	Tender response date.	The output of any Benchmark Review.	Term and any Termination Assistance Period plus 12 months.

Joint Schedule 5 (Corporate Social Responsibility)

Part A

1. Definitions

“Corporate Social Responsibility Reports”	written reports which the Supplier must complete and provide to the Buyer in accordance with Part B of this Schedule;
“Carbon Reduction Plan”	a plan which contains the details of emissions across a single year against a range of emissions sources and greenhouse gases, as per PPN 06/21;
“Modern Slavery Helpline”	means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at https://www.modernslaveryhelpline.org/report or by telephone on 08000 121 700;
“Prohibited Items”	means those items set out in Table A which the Supplier must not use in its performance of the Contract; and
“Waste Hierarchy”	<p>means prioritisation of waste management in the following order of preference:</p> <ul style="list-style-type: none">(a) prevention – by using less material in design and manufacture. Keeping products for longer;(b) preparing for re-use – by checking, cleaning, repairing, refurbishing, whole items or spare parts;(c) recycling – by turning waste into a new substance or produce, including composting if it meets quality protocols;(d) other recovery – through anaerobic digestion, incineration with energy recovery, gasification and pyrolysis which produce energy (fuels, heat and power) and materials from waste; some backfilling; and(e) disposal - Landfill and incineration without energy recovery.

1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with the government.
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf
-

- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify the Supplier from time to time.

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
 - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
 - 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
 - 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
 - 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply
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chains or in any part of its business with its annual certification of compliance with Paragraph 3;

- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

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

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
 - 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
 - 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;by individuals and by the Supplier Staff as a whole.
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- 5.2 The total hours worked in any seven day period shall not exceed 60 hours except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Environmental Requirements

- 6.1 The Supplier shall comply in all material respects with all applicable environmental laws, permits and regulations in force in relation to the Contract.
- 6.2 The Supplier warrants that it has complied with the principles of ISO 14001 standards throughout the Term.
- 6.3 The Supplier shall meet the Government Buying Standards applicable to the Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

Part B – Sustainability and Reporting

1. Sustainability Requirements

- 1.1 The Supplier shall complete the Corporate Social Responsibility Report at Paragraph 3 of this Part B in relation to its provision of the Deliverables under this Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table A of this Part B.
 - 1.2 The Supplier shall use reasonable endeavours to avoid the use of paper and card in carrying out its obligations under this Contract. Where unavoidable under reasonable endeavours, the Supplier shall ensure that any paper or card deployed in the performance of the Services consists of one hundred percent (100%) recycled content and used on both sides where feasible to do so.
 - 1.3 The Supplier shall complete and provide CCS with a Carbon Reduction Plan.
 - 1.4 The Supplier shall progress towards carbon net zero during the lifetime of the framework.
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2. Social Value Requirements

- 2.1 The Supplier shall complete the Corporate Social Responsibility Report at Paragraph 3 of this Part B in relation its performance on meeting any Social Value obligations agreed to for the provision of the Deliverables under this Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table A of this Part B.
- 2.2 The Supplier shall use their best endeavours, as an organisation, to deliver environmental sustainability and protection in the provision of the Deliverables by establishing and delivering against credible targets for delivering energy efficiency throughout the lifetime of the framework.
- 2.3 The Supplier shall use their best endeavours, as an organisation, to address inequality in employment, skills and pay by supporting disadvantaged, underrepresented and minority groups into employment throughout the lifetime of the framework.
- 2.4 The Supplier shall use their best endeavours, as an organisation, to promote new opportunities and engage with new and small organisations (e.g. SMEs and VCSEs), to help them grow, supporting their development throughout the lifetime of the framework.

3. Reporting Requirements

- 3.1 The Supplier shall complete the Corporate Social Responsibility Report in relation to its provision of the Deliverables under this Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table A of this Part B.
 - 3.2 The Supplier shall provide the baseline data contained within table B(1) – Baseline data to facilitate subsequent measurement throughout the lifetime of the framework. The information required to populate table B(1 and annually thereafter.) will be provided to CCS within 10 calendar days of the submission of a request by CCS.
 - 3.3 The Supplier shall complete the Framework Performance Indicator Submission Form at the frequency outlined in Table B of this Part B and return to CCS. The Supplier shall include in the Framework Performance Indicator Submission Form the content specified within Table B.
 - 3.4 The Supplier shall attend Supplier Relationship Meetings with CCS at such times and frequencies as CCS determine from time to time to discuss the information contained in the Framework Performance Indicator Submission Forms. The information will be used to measure progress of social value activity.
 - 3.5 In the event CCS develops an alternative social value measurement tool during the lifetime of the framework, the Performance Indicator measures described at Table B will be superseded by that tool.
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Table A

Report Name	Content of Report	Frequency of Report
Sustainability	<ul style="list-style-type: none"> a. the key sustainability impacts identified; b. sustainability improvements made; c. actions underway or planned to reduce sustainability impacts; d. contributions made to the Buyer's sustainability policies and objectives; e. sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of the Supplier's operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; and f. risks to the Service and Subcontractors of climate change and severe weather events such as flooding and extreme temperatures including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks. 	<p>The latest reports can be accessed directly at any time via bt.com at Our reports & policies - Responsible business BT Plc and Sustainable - Responsible business BT Plc</p>
Greenhouse Gas Emissions	Indicate greenhouse gas emissions making use of the use of the most recent conversion guidance set out in 'Greenhouse gas reporting – Conversion factors' available online at https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses	<p>The latest report can be accessed directly at any time via bt.com at: Our reports & policies - Responsible business BT Plc</p>
Water Use	Volume in metres cubed.	The latest reports can be accessed directly at any time

		via bt.com at Our reports & policies - Responsible business BT Plc and Sustainable - Responsible business BT Plc
Energy Use	<p>Separate energy consumption figures for:</p> <ul style="list-style-type: none"> a. assets deployed on the Supplier's site; b. assets deployed on the Authority's site; c. assets deployed off-site; and d. energy consumed by IT assets and by any cooling devices deployed. <p>Power Usage Effectiveness (PUE) rating for each data centre/server room in accordance with ISO/IEC 31034-2/EN 50600-4-2.</p>	The latest reports can be accessed directly at any time via bt.com at Our reports & policies - Responsible business BT Plc and Sustainable - Responsible business BT Plc
Social Value	Tackling workforce inequality	The latest reports can be accessed directly at any time via bt.com at Inclusion and diversity Our people About BT BT Plc

Table B – Submission to CCS

Report Name	Content of Report	Frequency of Report
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<p>Framework Performance Indicator</p> <p>Submission Form – Modern Slavery section</p>	<p>MSAT completion and progress recorded against the following 6 areas:</p> <ul style="list-style-type: none"> • Governance • Policies and Procedures • Risk Assessment and Management • Due Diligence • Training • KPI 	<p>Annually</p>
<p>Framework Performance Indicator</p> <p>Submission Form – Carbon Net Zero</p>	<p>The Supplier to demonstrate progression towards carbon net zero by reporting on the below areas</p> <ul style="list-style-type: none"> • Number of carbon reduction activities that your organisation has taken to progress your carbon reduction plan • Number of RM6261 carbon reduction activities that benefit the Buyer • List the top 3 carbon reduction activities completed for non RM6261 contracts 	<p>Annually</p>
<p>Framework Performance Indicator</p> <p>Submission Form – Apprenticeships</p>	<p>Supplier shall submit data demonstrating how they are progressing apprenticeships within their organisation</p> <ul style="list-style-type: none"> • Number of apprenticeships started • Cumulative number of apprenticeships ongoing • Number of apprenticeships concluded • Number of apprenticeships retained 	<p>Annually</p>
<p>Framework Performance Indicator</p> <p>Submission Form – Diversity & Inclusion</p>	<p>To demonstrate that suppliers are redressing workforce imbalance within their organisation</p> <ul style="list-style-type: none"> • Representation of women • Representation of ethnic minorities • Representation of staff who 	<p>Annually</p>

	identify as having a disability <ul style="list-style-type: none"> • Representation of prison leavers • Representation of LBTQIA+ 	
Framework Performance Indicator Submission Form – SMEs/VCSEs	To demonstrate that Suppliers are engaging with and developing SMEs/VCSES <ul style="list-style-type: none"> • Number of SMEs/VCSES within your supply chain for RM6261 • Number of SME/VCSEs within your supply chain delivering services on RM6232 contracts • How many sub-contract opportunities have there been within the reporting period • Of the sub-contract opportunities, how many were awarded to a SMEs 	Annually

Table B(1) – Baseline data

Report Name	Content of Report	Frequency of Report
Apprenticeships baseline data	The Supplier shall submit data demonstrating: <ul style="list-style-type: none"> • % of apprentices in their current workforce • % conversion rate of apprentices retained when an apprenticeship concludes 	To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter
Diversity of Workforce baseline data	The Supplier shall submit baseline figures of their current UK workforce: <ul style="list-style-type: none"> • Representation of women • Representation of ethnic minorities • Representation of staff who identify as having a disability • Representation of prison leavers 	To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter

	<ul style="list-style-type: none"> Representation of LBTQIA+ 	
SMEs/VCSEs baseline data	The Supplier shall produce and submit a SME / VCSE engagement strategy detailing how they intend to retain and develop SMEs/VCSEs within their supply chain.	To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter

Joint Schedule 10 (Rectification Plan)

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

	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

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

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

- The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to

their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

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

in respect of certain Personal Data under a Contract and shall specify in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

- 3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*) by the Controller.
 - 4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
 - 5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
 - 6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 of this Joint Schedule 11 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
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- (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 of this Joint Schedule 11 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
-

7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
 8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
 9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
 10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
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- (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

- 18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
 - 19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
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20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
 21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
 22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*).
 23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
 24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
 25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it
-

has received the same and shall forward such request or correspondence to the other Party; and

- (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
 27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*).
 28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*).
 29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.
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Annex 1 - Processing Personal Data

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

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

[REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are:

[REDACTED]

[REDACTED] 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 Annex.

Processing Personal Data – Contract Administration

Description	Details
Identity of Controller for each Category of Personal Data	<p><i>The Parties are Independent Controllers of Personal Data</i></p> <p><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"><i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i><i>Business contact details of any directors, officers, employees, agents, consultants, and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller.</i>
Duration of the Processing	<p><i>Up to six (6) Months after the expiry or termination of the Call Off Contract (including any Termination Assistance Period, where applicable).</i></p>
Nature and purposes of the Processing	<p><i>In respect of the Supplier Personal Data, CCS (and any other Relevant Authority) may: collect, collate, share, evaluate, use, store, replicate, and otherwise Process the Personal Data (subject to the terms of the Contract) to enable it to administer the Contract and fulfil tasks in the public interest and as required by law.</i></p> <p><i>This may include:</i></p>

- *inviting the Supplier Staff to contract management workshops and events;*
- *complying with requirements under the Contract to contact named individuals;*
- *establishing the Supplier's compliance with the procurement process and the Contract; and*
- *including Personal Data within reports.*

In respect of the Relevant Authority's Personal Data over which the Supplier shall act as a Controller, the Supplier may: collect, collate, share, evaluate, use, store, replicate, and otherwise Process the Personal Data (subject to the terms of the Contract) to enable it to administer and fulfil its obligations under the Contract.

This may include:

- *administering, tracking, and fulfilling Orders for the Services;*
- *implementing all or any of the Services;*
- *managing and protecting the security and resilience of any Supplier equipment, the Supplier System and/or the Services;*
- *managing, tracking, and resolving incidents associated with the Services as set out in the Call Off Contract;*
- *administering access to online portals relating to the Services; and*
- *compiling, dispatching, and managing the payment of invoices.*

The Supplier and its suppliers, including any Sub-processors of the Supplier and its suppliers, may from time-to-time use back-office support and system functions which are located or can be accessed by users from outside of the UK and/or the European Economic Area. The Buyer consents to the disclosure and transfer of Government Data, including Personal Data, as required in order to provide the Services.

The Supplier will inform the Buyer of intended changes to its Sub-processors from time to time, either by providing the Buyer with online access to intended changes or by such other means as the Supplier may determine. If the Buyer does not object to the

	<p><i>proposed change within 30 days of this notice, the Buyer will be deemed to have authorised the use of the new Sub-processors.</i></p> <p><i>Due to the nature of the Services, Government Data will not be backed-up by the Supplier.</i></p>
Type of Personal Data	<p><i>Contact details (Individuals' names, job titles, email addresses, organisational name, business address, business contact numbers). To the extent relevant and supplied during the procurement process, details of any relevant convictions.</i></p> <p><i>Buyer Personal Data processed by the Supplier or its Sub-Processors may be;</i></p> <ul style="list-style-type: none"> <i>a) website or IP address;</i> <i>b) name;</i> <i>c) address;</i> <i>d) telephone number;</i> <i>e) email address;</i> <i>f) job title</i> <i>g) company name;</i> <i>h) contact records;</i> <i>i) usage records (call collaboration, and messaging activity);</i> <i>j) identity management - user profiles including user IDs and passwords; and</i> <i>k) call recordings.</i> <p><i>This list is not exhaustive as the Buyer will specify what additional Buyer Personal Data is processed.</i></p>
Categories of Data Subject	<i>Relevant Authority Staff and Supplier Staff.</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under	<i>For the duration of the Contract and 7 years after.</i>

law to preserve that type of data	
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Processing Personal Data – The Service

Description	Details
Identity of Controller for each Category of Personal Data	<i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.</i>
Duration of the Processing	<i>For as long as the Supplier provides the Services and for as long as the Supplier may be required to Process the Personal Data in accordance with Law.</i>
Nature and purposes of the Processing	<p><i>The Services provide the Buyer with a mobile wireless communications service.</i></p> <p><i>The Supplier processes any information that is generated by the User's use of voice mail, voice recording, text messaging features and web browsing. Given that recordings can be made and stored, any type of Personal Data could be captured or provided inadvertently by the User. Any access to the content of such communications by the Supplier is strictly in accordance with Law.</i></p> <p><i>The Supplier and its suppliers, including any Sub-processors of the Supplier and its suppliers, may from time-to-time use back-office support and system functions which are located or can be accessed by users from outside of the UK and/or the European Economic Area. The Buyer consents to the disclosure and transfer of Government Data, including Personal Data, as required in order to provide the Services.</i></p> <p><i>The Supplier will inform the Buyer of intended changes to its Sub-processors from time to time, either by providing the Buyer with online access to intended changes or by such other means as the Supplier may determine. If the Buyer does not object to the proposed change within 30 days of this notice, the Buyer will be deemed to have authorised the use of the new Sub-processors.</i></p> <p><i>Due to the nature of the Services, Government Data will not be backed-up by the Supplier.</i></p>

Type of Personal Data	<ul style="list-style-type: none"> • <i>name;</i> • <i>gender;</i> • <i>date of birth;</i> • <i>email address;</i> • <i>address;</i> • <i>telephone number;</i> • <i>associated persons;</i> • <i>contact notes from calls;</i> • <i>contact records;</i> • <i>family and friends' telephone numbers;</i> • <i>Personal Data traffic and communications records; and</i> • <i>recordings, including mobile voice and text message.</i> <p><i>This list is not exhaustive as the Buyer will specify what Buyer Personal Data is processed.</i></p>
Categories of Data Subject	<ul style="list-style-type: none"> • <i>Users</i> • <i>Third party participants in voice calls or text messages to and from Users</i>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>All relevant data to be deleted six (6) Months after the expiry or termination of the Call-Off Contract (including any Termination Assistance Period, where applicable) unless longer retention is required by Law or the terms of the Call-Off Contract.</p>

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

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

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

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

2.1 The Supplier shall:

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

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

3. Visibility of Supply Chain Spend (NOT APPLICABLE)

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

Annex 1

Supply Chain Information Report template **(NOT APPLICABLE)**



Supply Chain Information
Report templat

Call-Off Schedule 1 (Transparency Reports)

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

Title	Content	Format	Frequency
Call-Off Charges	Call-Off Charges are available to the Buyer in the online portal Mobile Manager. The Buyer will be given User access as part of the Supplier's Service Implementation.	Online portal	User access 24/7/365
Inventory	An inventory of services is available to the Buyer in the online portal Mobile Manager. The Buyer will be given User access as part of the Supplier's Service Implementation.	Online portal	User access 24/7/365
Reports	Reports are available to the Buyer in the online portal Mobile Manager. The Buyer will be given User access as part of the Supplier's Service Implementation.	Online portal	User access 24/7/365

Call-Off Schedule 4 (Call Off Tender)



FURTHER COMPETITION

FOR

**C311457 - Mobile Networking (Voice and
Data) Managed Service II**

CONTRACT

**UNDER FRAMEWORK MOBILE VOICE AND DATA SERVICES
(RM6261)**

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1. GLOSSARY

- 1.1. In this Further Competition Invitation, the following words and phrases have the following meanings:
 - 1.2. “Buyer” means the Food Standards Agency, Foss House, Kings Pool, Peasholme Green, York, YO1 7PR.
 - 1.3. “CCS” means Crown Commercial Service;
 - 1.4. “Contract” has the meaning set out in Framework Agreement Schedule 4;
 - 1.5. “Further Competition” means the process used to establish a Contract that facilitates the provision of Mobile Networking (Voice and Data) II a managed service.
 - 1.6. “Further Competition Template and Invitation to Tender” means this document and all related documents published by the Buyer in relation to this Further Competition;
 - 1.7. “Marking Scheme” means the range of marks that may be given to a Supplier depending on the quality of its response to a question which is located in the boxes below the applicable question;
 - 1.8. “Minimum Total Score” means the minimum score that the Supplier must obtain in order to be awarded the Contract;
 - 1.9. “Total Score Available” means the maximum potential score that can be awarded for a response to a question;
 - 1.10. “Supplier” means a company that submits a Tender in response to the Further Competition Invitation;
 - 1.11. “Supplier” means the Supplier with whom the Buyer has concluded the Contract;
 - 1.12. “Tender” means the Supplier’s formal offer in response to the Invitation to Tender;
 - 1.13. “Tender Clarifications Deadline” means the time and date set out in paragraph 4 for the latest submission of clarification questions; and
 - 1.14. “Tender Submission Deadline” means the time and date set out in paragraph 4 for the latest uploading of Tenders.
-

2. INTRODUCTION

- 2.1. This Further Competition Invitation relates to the Further Competition to award a Mobile Voice and Data Manages Services Contract to a sole Supplier.
- 2.2. This Further Competition Invitation contains the information and instructions the Supplier needs to submit a Tender.
- 2.3. This Further Competition is being conducted under the CCS Mobile Voice and Data Services Framework Agreement (reference RM6162).

3. OVERVIEW OF INVITATION TO TENDER

- 3.1. The following appendices accompany this ITT:

- 3.1.1. Appendix A – Terms of the Further Competition - RM61-lots-2- Draft Order Form

Sets out rights and obligations which apply to the Supplier and the Buyer during this Further Competition as per the core clauses of the contract, alternative and additional provisions and specific standards.

- 3.1.2. Appendix B – Specification

A detailed description of the Services that the Supplier will be required to supply to the Buyer.

- 3.1.3. Appendix C – Further Competition Questionnaire

The questionnaire created by the Buyer, is used to test the suitability of the Suppliers to meet necessary criteria in order to provide the required services. This is used to provide final scoring and decide the successful supplier.

- 3.1.4. Appendix D – Commercial Template

The Commercial Template to be completed and submitted by suppliers for their response to Price Questions.

- 3.1.5. Appendix F - RM6162-Core Terms-v3

4. FURTHER COMPETITION TIMETABLE

- 4.1. The timetable for this Further Competition is set out in the table below.
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- 4.2. The Buyer may change this timetable at any time. Tenderers will be informed if changes to this timetable are necessary.
- 4.3. The Buyer must receive all Tenders before the Tender Submission Deadline.
- 4.4. Tenders after the Tender Submission Deadline may be rejected by the Buyer to ensure that all Suppliers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Buyer's discretion.

Date	Activity
10 th March 2025	Publication of the Further Competition Invitation
10 th March 2025	Clarification period starts
5pm 19 th March 2025	Clarification period closes ("Tender Clarification Deadline")
5pm 21 st March 2025	Deadline for the publication of responses to Tender Clarification questions
12pm 4 th April 2025	Deadline for submission of a Tender to the Buyer Contract ("Tender Submission Deadline")
W/C 7 th April 2025	Evaluation of ITT responses
W/C 5 th May 2025	Moderation Session with evaluating panel
W/C 12th May 2025	Tenderers notified of outcome.
May 2025	Contract awarded and signed
June 2025	Expected commencement date for the Contract

5. QUESTIONS AND CLARIFICATIONS

- 5.1. Potential Supplier's may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.
- 5.2. Questions must be submitted through the FSA's e-Commercial system. Any questions submitted through alternative routes will not be considered.
- 5.3. The Buyer will not enter into exclusive discussions regarding the requirements of this Further Competition with Suppliers.
- 5.4. To ensure that all Potential Suppliers have equal access to information regarding this Further Competition, the Buyer will publish all its responses to questions raised by Suppliers on an anonymous basis.
- 5.5. Responses will be published in a Questions and Answers document to all companies who expressed an interest and were subsequently invited to tender.
- 5.6. At times the Buyer may issue communications to the email address for the Potential Supplier's contact provided in Appendix C (Tender Questionnaire), therefore please ensure that this mailbox is reviewed on a regular basis.

6. PRICE

- 6.1. The FSA expects the price for the managed service will be split into 6 elements:
 - 6.1.1. Onboarding, Migration and Set-up Cost.
 - 6.1.2. Staff Profile A monthly cost
 - 6.1.3. Staff Profile B monthly cost
 - 6.1.4. Fixed Service Pricing List
 - 6.1.5. Variable Service Pricing List
 - 6.1.6. Daily Rate card to be used for any Major enhancement project Work.

7. SUBMITTING A TENDER

- 7.1. Tenders should be submitted on the FSA e-Commercial system by the date specified on the system using the tender application forms provided.
 - 7.2. When a Potential Supplier clicks Submit the system will check they have completed all the Required (including Pass/Fail)
-

Requirements, then mark all Responses as Complete and display a submission confirmation message to the supplier.

7.3. Tenders received after this time may not be considered or evaluated. Please allow sufficient time to upload your tender and all supporting evidence before the closing date.

7.4. A Tender must remain valid and capable of acceptance by the Buyer for a period of 120 days following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

8. TENDER EVALUATION

8.1. The evaluation of Tenders will, as applicable, proceed through the following phases of evaluation below in Table 1:

Steps	Description
Step 1: Receipt and opening	The Buyer will verify that the ITT responses is compliant with its instructions and will be formally logged. Where significant information is missing, or the tender instructions have not been adhered to, the Buyer reserves the right to exclude any such Tenderer from this Further Competition Procedure, and its response shall not be evaluated. Any ITT Response that is received after the deadline may be rejected and not considered for evaluation. Tenders received before that deadline will remain unopened until the deadline or such time thereafter when all Tenders are opened together.
Step 2: Qualification ("Pass / Fail") Evaluation	The Buyer will then evaluate the Tenderer's responses to the questions in the Qualification Envelope in accordance with the methodology set out in Table 2 below and the Qualification Envelope. The Tenderer must pass all the Pass / Fail questions which the Buyer has issued to Tenderers. Where any of the questions are allocated a Fail, the Tender Response will be rejected and will not be evaluated further.
Step 3: Quality Envelope (Including Social Value)	Tenderers' responses to the questions within the Quality Envelope (including Social Value) in accordance with the Quality Evaluation methodology set out in Table 3 and Table 5. The evaluation by panel members will be completed independently and in isolation.
Step 4: Commercial (Price) Evaluation	The Buyer will assess the submitted Pricing Template in accordance with the Price Evaluation methodology set out in Table 6.

Step 5: Moderation Meeting	The Buyer will hold moderation meetings with panel members to agree an initial consensus score and rationale for each 'scored' criterion. This will produce preliminary ranking. Assessment Score = Quality (maximum score of 60%) + Social Value (maximum score of 10%) + Price (maximum score of 30%)
Step 6: Evaluation Report and Approval of Recommendation.	Evaluation Report and Approval of Recommendation.
Step 7: Further Competition outcome	Further Competition outcome notification is issued to both the successful and successful tenderers.
Step 8: Contract Award	Contract Award subject to internal and external approval as well as a 10-day standstill period.

8.2. Tenders will be evaluated in line with the Marking Scheme set out in Appendix C (Tender Questionnaire).

8.3. The total score available for each questionnaire is set out below in Tabel 2:

QUESTION NUMBER	QUESTION	TOTAL SCORE AVAILABLE
1	Insert Company Information	Information Only
2	Insert Supplier Contact	Information Only
3	Mandatory Questions:	Pass / Fail
4	Quality	60%
5	Social Value	10%
6	Price	30%
	Total Score	100%

8.4. Mandatory questions: These questions are Pass / Fail questions, therefore if a Supplier cannot or is unwilling to answer 'Yes', their Tender will be deemed non-compliant, and they will be unable to be considered for this requirement.

The Supplier should confirm by deleting the inappropriate answer.

8.5. Quality questions will be evaluated in line with the scoring below in Table 3:

SCORE	DESCRIPTION FOR SCORE OF EACH CRITERIA
100	Tender fully meets or exceeds the criteria set
80	Tender would require minor modification but almost fully meets the criteria with only a few gaps in the evidence remaining
60	Tender would require some modification but addresses most of the criteria, but may not be detailed enough and/or has several gaps remaining
30	Tender would require significant modification due to significant gaps
0	Tender does not meet the specification or policy

8.6. Social Value questions will be evaluated in line with the scoring below in Table 4:

SCORE	DESCRIPTION FOR SCORE OF EACH CRITERIA
100	<p>Excellent: (exceeds all of the Model Award Criteria).</p> <p>The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</p> <ul style="list-style-type: none"> - Very good understanding of the requirements. - Excellent proposals demonstrated through relevant evidence. - Considerable insight into the relevant issues. - The response is also likely to propose additional value in several respects above that expected. - The response addresses the social value policy outcome and also shows in-depth market experience.
80	<p>Very good: (exceeds some of the Award Criteria)</p> <p>The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> - Good understanding of the requirements. - Sufficient competence demonstrated through relevant evidence. - Some insight demonstrated into the relevant issues. - The response addresses the social value policy outcome and also shows good market experience.

60	<p>Good: (meets all of the Award Criteria)</p> <p>The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> - Good understanding of the requirements. - Sufficient competence demonstrated through relevant evidence.
30	<p>Poor: (meets some of the Award Criteria)</p> <p>The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> - There is at least one significant issue needing considerable attention. - Proposals do not demonstrate competence or understanding. - The response is light on detail and unconvincing. - The response makes no reference to the applicable sector but shows some general market experience. - The response makes limited reference (naming only) to the social value policy outcome set out within the invitation.
0	<p>Fail: the response completely fails to meet the required standard or does not provide a proposal.</p>

8.7. Price Questions will be evaluated in line with the scoring below in Table 5:

SCORE	DESCRIPTION FOR SCORE OF THE CRITERIA
100	There is full justification for the costs and the overall resources are appropriate. The tender is the best value for money for the work proposed to meet the specific evidence requirement advertised
80	There is some justification for the costs and/or the overall resources requested. The tender is reasonable value for money for the work proposed to meet the specific evidence requirement advertised.
60	Limited rational is given for the resources requested and/or the tender does not offer very good value for money, but is not poor value

30	The tender is relatively poor value for money with little/no justification for costs or resources requested.
0	The tender costs are not considered value for money and the applicant provided no rationale for costs or resources requested

- 8.8. The Total Score Available for each question set out in Appendix C (Tender Questionnaire) is as follows:

QUESTION NUMBER	QUESTION	TOTAL SCORE AVAILABLE
1	Insert Company Information	Information Only
2	Insert Supplier Contact	Information Only
3	Mandatory Questions	Pass / Fail
4	Quality	60%
4.1	Coverage	10%
4.2	SIM Provision	10%
4.3	On-Boarding	8%
4.4	Mobile Data	8%
4.5	International Use	5%
4.6	Data Only and Limited Signal Areas	2%
4.7	Web Based Portal	5%
4.8	Microsoft Teams Integration	2%
4.9	Continual Service Improvement	5%
4.10	Contract Management/ Reporting	5%
5	Social Value	10%
5.1	Effective Environmental Stewardship.	10%

6	Price	30%
6.1	Onboarding / Migration / Set up Cost	15%
6.2	Fixed Monthly Fee - Staff Profile A Bundle (Home / Hybrid staff Working)	10%
6.3	Fixed Monthly Fee - Staff Profile B Bundle (Senior Management and Staff Working Outside UK)	5%
6.4	Day Rate Table	0%
6.5	Fixed Service Pricing List	0%
6.6	Variable Service Pricing List	0%
	Total Score	100%

9. CONTRACT AWARD

- 9.1. The Tenderer that achieves the highest total score at Step 5 will be awarded the Contract.
- 9.2. If two or more Suppliers obtain the highest total score, the Tenderer with the highest score for the Quality element of the tender evaluation will be deemed the winner and awarded the Contract.
- 9.3. If the Buyer receives only one Tender in relation to this Further Competition, the Tenderer will be awarded the Contract provided that they meet the **Minimum Total Score of 60**.

10. OUTCOME LETTERS AND CALL OFF CONTRACTS

- 10.1. Upon Contract Award Suppliers will be notified of the tender outcome by Letter or other formal means through the FSA's e-Commercial System.

APPENDIX A –TERMS OF THE FURTHER COMPETITION

1. INTRODUCTION

- 1.1. The Terms of the Further Competition regulate the conduct of the Supplier and the Buyer throughout the Further Competition. These terms also grant the Buyer specific rights and limit its liability.
- 1.2. In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

2. CONDUCT

- 2.1. The Supplier agrees to abide by these Further Competition Terms and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

2.1.1.Contact and Canvassing During the Further Competition

- 2.1.2.The Supplier must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Supplier's disqualification from this Further Competition.

2.1.3.Collusive Behaviour

- 2.1.4.The Supplier must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):

- 2.1.5.fix or adjust any element of the Tender by agreement or arrangement with any other person;

- 2.1.6.communicate with any person other than the Food Standards Agency about the value, price or rates set out in the Tender; or information which would enable the precise or approximate value, price or rates to be calculated by any other person;

- 2.1.7.enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;
-

2.1.8. share, permit or disclose to another person access to any information relating to the Tender (or another Tender to which it is party) with any other person;

2.1.9. offer or agree to pay, give or does pay, give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person, for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission,

2.1.10. except where such prohibited acts are undertaken with persons who are also participants in the Supplier's Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.

2.2. If the Supplier breaches paragraph 2.1.1, the Buyer may (without prejudice to any other criminal or civil remedies available to it) disqualify the Supplier from further participation in the Further Competition.

2.3. The Buyer may require the Supplier to put in place any procedures or undertake any such action(s) that the Buyer in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

3. COMPLIANCE

3.1. The Supplier agrees that in cases where their Tender is deemed non-complaint when compared with the requirements set out within the Invitation to Tender (e.g. budget, terms and conditions) they will be excluded from the Further Competition.

4. RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION

4.1. The Buyer reserves the right:

4.2. to amend, clarify, add to or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;

4.3. to vary any timetable or deadlines set out in the Further Competition Invitation;

4.4. not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited;

4.5. to cancel all or part of the Further Competition at any stage at any time.

- 4.6. The Supplier accepts and acknowledges that by issuing the Further Competition Invitation, the Buyer is not bound to accept a Tender or obliged to conclude a contract with the Supplier at all.

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Summary of Requirements

Statement of Requirements Purpose

This document describes the Food Standards Agency's (FSA) requirements for a Supplier to work with our Openness, Data and Digital team (ODD) to provide a Business Mobile solution, providing mobile network coverage to support employee productivity and satisfaction by driving seamless communication, promoting collaboration and efficiency, and ensuring accessibility and security across the organisation.

FSA predominantly uses Microsoft software and services, and devices connecting to the mobile network will be centrally managed through Intune. Provision of devices and Intune support are not within scope of this contract.

Background

The Food Standards Agency is a non-ministerial government department of over 1500 people, with a big vision – we work across England, Wales and Northern Ireland ensure that food system delivers Food You Can trust (food that is safe, that is what it says is and that is healthy and sustainable).

Working Digitally from Anywhere is the key to achieving our ambitions and transforming the way we do business, and we continually strive to provide better online services to external stakeholders and internal customers to achieve faster and more effective models of delivery at optimal cost. We have a Cloud First strategy and have successfully completed our migration from on-premise data centres to service-based hosting.

Our Digital services are supported by several specialist delivery partners providing services for Endpoint, Infrastructure and Network Connectivity Management. At the heart of that arrangement is an internal team with the knowledge of our business, our systems, and our obligations to enable them to integrate and manage the quality of our services. Key to the success of this multi-vendor model is Supplier willingness and commitment to work in partnership, collaborating autonomously with other third-party suppliers within a culture of trust and shared goals.

ODD has incorporated a Product Management approach, perpetually updating and improving our services, continuing to adapt to business and political change and adopting modern technologies as they emerge throughout their lifecycle. We look to our Suppliers to be equally flexible and innovative in their approach to delivery, with a strong focus on continual improvement and quality of service.

One of the key benefits of a multi-vendor model is the opportunity to work with specialist suppliers, and we want to be guided by expert advice and encourage our Suppliers to make recommendations based on their experience and a shared desire to improve and evolve.

The Agency is committed to openness, transparency, and equality of treatment to all Suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website (www.food.gov.uk).

Scope

Out of Scope

- Mobile Device provision (Inclusion of the provision of Mobile Phone and eSIM compatible mobile phones. – The FSA has a separate contract for hardware purchases.
- Mobile Device Management (MDM) Solution – The FSA uses Microsoft Intune, supported under a separate contract.
- Fixed landline and broadband provision – this is also covered by a separate contract.

Commercial Approach

This contract is tendered under Lot 2 of the Crown Commercial Service Mobile Voice and Data Services Framework (RM6162).

FSA are looking to award a contract term **for 2 years with three 1-year optional extensions (2+1+1+1)**, subject to satisfactory performance. The maximum contract duration is 5 years.

As part of this tender process FSA will not publish finances relating to existing actuals of incumbent suppliers or approved budget. FSA will require the Supplier to develop monthly costs for the supporting information that will be provided with the Tender.

Business Requirements

Overview

The FSA requires a fully managed service to provide access to public Mobile Networks for mobile phone and data services.

Our staff are located throughout England, Wales and Northern Ireland with many working in rural areas. Because of this, breadth of fit for purpose coverage is our top priority for a mobile network service.

The Supplier will need to work in a multi-supplier model, working in collaboration with other suppliers and FSA teams to deliver value to customers, optimise efficiency and ensure continual improvement.

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Business Processes

FSA currently has approximately 1500 members of staff, working predominantly either remotely or on home / hybrid contracts.

Staff are supplied with FSA managed mobile devices and will connect this to Wi-Fi when practical. Mobile devices host both standard COTS applications (e.g. Workday, Microsoft Outlook) and bespoke business systems such as our timesheet application. These applications are always necessary and, therefore, the best possible 5G / 4G coverage is required for locations where Wi-Fi is not available.

FSA understand that multiple networks may be required to meet this requirement and for this reason, as well as reducing our overhead, FSA is looking to replace physical SIM cards with an embedded SIM card (eSIM) solution where devices allow.

The aim is for eSIM for all new devices during the first year of the contract, leading to eSIM only by contract end. Supplier should note that the provision of mobile phone is out of scope of the contract.

User Metrics

Current as of February 2025 user numbers for mobile devices are as follows:

Group	Summary	Mobile Device Users	eSIM enabled
Home/ Office/ Hybrid	Working primarily from home offices, connecting via local Wi-Fi/broadband both from home and offices. Using mobile network while travelling. Accessing office and browser-based apps, also using mobile devices to connect to online meetings	1100	450
Field Operations	Working either remotely or from within Food Business Operators' premises. Have Samsung Dex enabled phones, accessing email and browser-based applications via either local Wi-Fi/broadband or mobile network. Premises are often in areas of poor coverage and may require signal boosters.	350	350
Senior Management/ International	As Home/ Hybrid staff plus regular use of calls, data, and media outside the UK	50	50
Total		1500	850

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Potential Supplier's should be aware that the 350 Field Operations devices and the 50 Senior Management Devices are all eSIM enabled along with approximately 450 of the Home/ Hybrid User Devices

FSA is replacing other devices to achieve the same, as a result there will be a mixed estate at contract start.

Functional Specification (FS)

FS Number	Product	Description												
1	Coverage	<p>FSA staff need the best indoor and outdoor network coverage possible in urban and rural locations across the UK.</p> <p>FSA's currently requires coverage across a minimum of:</p> <table border="1"> <thead> <tr> <th></th><th>5G</th><th>4G</th></tr> </thead> <tbody> <tr> <td>England</td><td>50%</td><td>75%</td></tr> <tr> <td>Wales</td><td>40%</td><td>50%</td></tr> <tr> <td>Northern Ireland</td><td>25%</td><td>40%</td></tr> </tbody> </table> <p>(Please note that targets are derived from Nperf UK Coverage data)</p> <p>While quality and speed of coverage is important, FSA prioritises breadth of coverage over performance in the best signal areas.</p> <p>FSA's expectation is that availability of 5G services will expand over the contract lifecycle and that both 4 and 5G coverage to rural areas will become more extensive</p> <p>The network must allow devices to connect and automatically switch to 5G services where these are available</p> <p>Where a Potential Supplier's primary network is not able to provide the best coverage in a location, FSA require the Supplier to provide an alternative SIM connection to a network that offers this.</p> <p>The FSA uses and will continue to use Wi-Fi calling.</p>		5G	4G	England	50%	75%	Wales	40%	50%	Northern Ireland	25%	40%
	5G	4G												
England	50%	75%												
Wales	40%	50%												
Northern Ireland	25%	40%												
2	SIM Provision	<p>FSA has an objective of moving to an eSIM only estate and the Supplier will need to migrate users to eSIM as an ongoing deliverable throughout the contract lifecycle.</p> <p>The Potential Supplier must provide eSIM based network connectivity to all users with eSIM compatible devices and provide physical SIM cards to users without eSIM compatible devices.</p> <p>Where physical SIM cards are still required, the Potential Supplier will send these directly to end users and port numbers from the current provider as best for the user.</p>												

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FS Number	Product	Description
		New connection requests should be available to the FSA via a portal and dispatched as required by FSA.
3	On-Boarding / Migration	<p>The FSA is seeing to migrate users and phone numbers from multiple current network providers to the Supplier's service as quickly as possible.</p> <p>As part of the on-boarding process the Potential Supplier will provide and implement a process for migrating physical SIM cards to eSIM cards on the users' existing devices, where compatible.</p>
4	Voice and SMS texts	<p>The FSA are seeking unlimited Voice and SMS Texts for each connection.</p> <p>Voicemail services must be accessible from the handset for each Network.</p>
5	Data	<p>The FSA requires a business wide data pool of 2Tb per calendar month, with a maximum monthly UK allowance per user of 20Gb.</p> <p>To ensure the FSA does not exceed a service cap, when a user's monthly allowance is reached , the Potential Supplier must immediately alert the user and FSA and apply a lock to prevent further data usage in the calendar month. The user can only be allowed additional data with FSA's approval.</p> <p>The Potential Supplier must provide a regular (at least quarterly) review of data usage.</p> <p>For users' personal safety, if their data allowance is at capacity, the FSA requires an Always Connected solution to enable a user to stay connected at a minimum capacity with the ability to make and receive calls and messages.</p>
6	Phased Rollout	<p>The Potential Supplier is expected to manage projects for network rollout, including bulk migrations for physical SIM to eSIM.</p> <p>The Potential Supplier will also work with FSA's Device Provisioning supplier to deliver network migrations during device rollouts.</p>
7	EU and Worldwide Caps	The FSA has a small group of c 50 users who travel regularly outside the UK. User details will be provided during the on-boarding process.

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FS Number	Product	Description
		<p>The service must enable FSA to bar use from international locations considered unsafe. These will only be allowed on a case-by-case basis following approval from the FSA Security team.</p> <p>When working overseas from safe destinations, UK call, text and data rates and allowances must apply wherever possible.</p> <p>Where UK rates cannot be applied, a Data cap of 5Gb per user/ month for all users when outside the UK will apply and the Supplier must describe how they will work with FSA to minimise roaming charges.</p> <p>When a user's monthly allowance is reached , the Potential Supplier must immediately alert the user and FSA and apply a lock to prevent further data usage in the calendar month. The user can only be allowed additional data with FSA's approval.</p> <p>MMS and premium numbers should be barred from the contract unless by express consideration within a user group and from all international locations.</p>
8	Data Only	Up to 5 FSA local offices located in Food Business Operator premises will require a 4/5G Business Broadband service and router.
9	Poor Signal Options	<p>FSA requires a signal booster option for users in areas where all network coverage is limited.</p> <p>Please note that signal boosters and 4/5G routers must only be provided by the Potential Supplier when requested by FSA once alternative network options have been exhausted (See FS Number 1 above).</p>
10	Web Based portal	<p>The Potential Supplier must provide access to an online service to enable management of the network.</p> <p>This must provide as a minimum:</p> <ul style="list-style-type: none"> • Dashboard overview of the current Call, Text and Data Usage. • Ability to view and drill down to a granular level to report on usage of individual FSA phone numbers. • Access to switch off users who have left.

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FS Number	Product	Description
		<ul style="list-style-type: none"> Access to switch on/off users who require international roaming for a set period, increase/decrease data allowance and to add/remove Bars to meet business need.
11	Teams Integration	<p>The Potential Supplier will work with FSA to integrate the Mobile Network with Microsoft Teams, including implementation of a single contact point/ number when this is technically viable.</p> <p>FSA's preference is for a mobile network that supports Microsoft's Teams Phone Mobile solution.</p>
12	Continual Service Improvement	The Potential Supplier will work with FSA to identify opportunities for cost savings and for scale-up/ scale-down approaches to minimise the cost of unused data allowances. .

Non-Functional Specification (NFS)

NFS Number	Area	Description
1	Accessibility	All digital services must comply with Web Content Accessibility Guidelines (WCAG) 2.2
2	Security Principles	<p>The Potential Supplier must adhere to the</p> <p>FURTHER COMPETITION 31</p> <p>FOR..... 31</p> <p>C311457 - Mobile Networking (Voice and Data) Managed Service II..... 31</p> <p>CONTRACT 31</p> <p>UNDER FRAMEWORK MOBILE VOICE AND DATA SERVICES (RM6261) 32</p> <p>Contents Error! Bookmark not defined.</p> <p>1. GLOSSARY 34</p> <p>2. INTRODUCTION 35</p> <p>3. OVERVIEW OF INVITATION TO TENDER 35</p>

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S Number	Area	Description
		<p>Non-Functional Specification (NFS) 9</p> <p>APPENDIX C – FURTHER COMPETITION QUESTIONNAIRE 13</p> <p>1 INTRODUCTION 13</p> <p>2 DOCUMENT COMPLETION 13</p> <p>3 RESPONSE TEMPLATE.... 13</p> <p>NCSC 14 Cloud Security Principles</p>
3	GDPR	The Potential Supplier must comply with their responsibilities under the Data Protection Act.
4	Security Alerting	Any breach or suspected breach relating to the client data, or the client environment must be notified to the FSA as soon as practicable, but in any case, within 8 hours.
5	Collaboration	The Potential Supplier must collaborate with the FSA's other third-party suppliers and share appropriate non-commercially sensitive data relating to the services provided.
6	Service Reporting	<p>The Potential Supplier must attend quarterly on-line service review meetings and must provide FSA with monthly service reports. The reports will include:</p> <ol style="list-style-type: none"> 1. Overall data usage and users per network. 2. Threshold monitoring, identifying where data caps have been exceeded or close to exceeding 90% of the allowance. 3. New numbers and SIMS issued. 4. Cancelled numbers and SIMS. 5. Current pooled usage over the lifecycle of the contract.
7	Security Reporting	Security reporting - From time to time the security team need to be able to obtain itemised calls from a SIM and mobile number - both inbound and outbound.

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

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NFS Number	Area	Description
		Process must be in place for reporting and blocking lost and stolen SIMs.
8	Finance and Billing	<p>The FSA require access to an online service where we can view all aspects of our account usage and transparency of costs, and a Dashboard of cost activities.</p> <p>Billing must be clear and concise, providing breakdown and transparent usage and costs.</p> <p>For example, our Billing administrator must easily be able to identify the cost for Data usage on a monthly bill.</p>
9	Co-terming of the contract connections	All connections must be co-termed to the end of the contract lifespan no matter when purchased or activated during the contract term.
10	Social Value Effective environmental stewardship.	The Potential Supplier must demonstrate an organisational commitment to social value and to have policies and procedures in place for providing effective environmental stewardship.

APPENDIX C – FURTHER COMPETITION QUESTIONNAIRE

1 INTRODUCTION

- 1.1 Appendix C sets out the questions that will be evaluated as part of this Further Competition.
- 1.2 The following information has been provided in relation to each question (where applicable).
- 1.3 Weighting – highlights the relative importance of the question;
- 1.4 Guidance – sets out information for the Supplier to consider when preparing a response; and
- 1.5 Marking Scheme – details the marks available to evaluators during evaluation.

2 DOCUMENT COMPLETION

- 2.1 Suppliers must provide an answer to every question in the blue shaded boxes. All responses must be in Arial font, no less than size 11.
- 2.2 Suppliers must not alter / amend the document in any way.
- 2.3 Suppliers must not submit any additional information with your Tender other than that specifically requested in this document.
- 2.4 Suppliers must adhere to the word count specified for each question and must not include links to websites or alike.

3 RESPONSE TEMPLATE

1 COMPANY INFORMATION

1.1	Please state your full company name	British Telecommunications Plc
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2 SUPPLIER CONTACT

2.1	Please state the contact's name	

3 PASS/FAIL QUESTIONS

Please Note: The following questions are Pass / Fail questions, therefore if a Supplier cannot or is unwilling to answer 'Yes', their Tender will be deemed non-compliant, and they will be unable to be considered for this requirement. The Supplier should confirm by deleting the inappropriate answer.

Coverage	<p>The Service must meet the coverage requirement:</p> <p>England: 5G - 66%, 4G - 80%</p> <p>Wales: 5G - 50%, 4G - 75%</p> <p>Northern Ireland: 5G - 40%, 4G - 66%</p>	Supplier Response: Yes
SIMS	The service must support the use of Embedded SIM (eSIM) cards on compatible devices	Supplier Response: Yes
Voice and SMS	The service must provide unlimited Voice and SMS Texts for each connection and Voicemail services should be accessible from the handset for each Network.	Supplier Response: Yes
Data	The service must provide regular (at least quarterly) review of data usage with an option for FSA to scale up/ down contracted data capacity	Supplier Response: Yes

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Data	The service must allow our Data allowance to be pooled across the estate and drawn down as required and provide a monthly report to identify current pooled usage.	Supplier Response: Yes
International	The service must enable FSA to bar use from international locations considered unsafe.	Supplier Response: Yes
Termination	All physical and eSIM cards must be co-terminated at contract end, irrespective of the date originally purchased.	Supplier Response: Yes
Accessibility	The Supplier will ensure that any websites and documentation aimed at end users meet WCAG 2.2 AA accessibility standards for their area of responsibility.	Supplier Response: Yes
Service availability	Service must be available 24 hours a day, 7 days a week, all year, except with FSA agreement.	Supplier Response: Yes
Delivery Manager	The Supplier will nominate a named Service Delivery Manager.	Supplier Response: Yes
Personnel Security	<p>The Supplier will work with FSA to determine if there are any roles that require additional vetting and a specific national security vetting clearance.</p> <p>Roles which are likely to require additional vetting include system administrators whose role would provide those individuals with privileged access to IT systems.</p>	Supplier Response: Yes
Identity, Authentication and Access Control	The Supplier will provide an access control regime that ensures all users and administrators of the Suppliers System/Service are uniquely identified and authenticated when accessing or administering the Services.	Supplier Response: Yes
Hosting and Location of FSA Data	The Supplier shall ensure that they and none of their Sub-contractors Process FSA Data (including data used in the management of the service in their own system) outside the EEA (including backups) without the prior written consent of the FSA. The Supplier must also provide the locations within the EEA where data is stored.	Supplier Response: Yes
Principles of Security	The Supplier shall be responsible for the confidentiality, integrity and availability of FSA data whilst it is under the control of the Supplier and consequentially the security of the system/service.	Supplier Response: Yes
Principles of Security	The Supplier has Cyber Essentials or Cyber Essentials Plus	Supplier Response: Yes

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Incident and Breach Management - reporting	If the Supplier becomes aware of a Breach of Security impacting FSA's service or data (including a Personal data breach) the Supplier will inform the FSA at the earliest opportunity.	Supplier Response: Yes
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4 Quality Questions

4.1	Coverage	Weighting: 10%												
<p>Guidance:</p> <p>FSA staff need the best indoor and outdoor network coverage possible in urban and rural locations across the UK.</p> <p>FSA currently requires coverage across a minimum of:</p> <table border="1"> <tr> <th></th><th>5G</th><th>4G</th></tr> <tr> <td>England</td><td>50%</td><td>75%</td></tr> <tr> <td>Wales</td><td>40%</td><td>50%</td></tr> <tr> <td>Northern Ireland</td><td>25%</td><td>40%</td></tr> </table> <p>(Please note that targets are derived from Nperf UK Coverage data)</p> <p>While quality and speed of coverage is important, FSA prioritises breadth of coverage over performance in the best signal areas.</p> <p>FSA's expectation is that availability of 5G services will expand over the contract lifecycle and that both 4 and 5G coverage to rural areas will become more extensive</p> <p>The network must allow devices to connect and automatically switch to 5G services where these are available</p> <p>Where a Potential Supplier's primary network is not able to provide the best coverage in a location, FSA require the Supplier to provide an alternative SIM connection to a network that offers this.</p> <p>The FSA uses and will continue to use Wi-Fi calling.</p>				5G	4G	England	50%	75%	Wales	40%	50%	Northern Ireland	25%	40%
	5G	4G												
England	50%	75%												
Wales	40%	50%												
Northern Ireland	25%	40%												
<p>Question:</p> <p>Please detail how your service will meet the coverage requirements. If a Potential Supplier's cannot meet this through a single 4/5G network, describe how you will identify the appropriate network for allocation and provide it to the user.</p> <p>Response:</p> <p>Our mobile services are best in class. The EE network has advanced faster than any other and continues to be the number one network for business users requiring high quality voice calls and high speed 4G, and now 5G, data throughput.</p> <p>It boasts the lowest dropped call rate and is consistently rated as the No.1 network by independent testing network analysts such as Rootmetrics, P3, and Opensignal. Our unsurpassed capacity is enhanced further by the availability; the EE network covers over 90.19% of UK landmass and over 99.75% of the UK population.</p>														

Framework Ref: RM6261

Project Version: v2.1

Model Version: v3.8

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EE continues to invest for growth, EE are building 292 new 4G sites across the UK, helping people stay connected, and catering for the 40% year on year increase in 4G data usage.

What makes one network faster than another is the capacity. EE's spectrum portfolio enables EE to carry an average of 150 million calls across the EE network, whilst having an average dropped call rate across 3G and 4G of just 0.35%. We are pleased to include here a summary of the EE network Call Set-Up Success Rates and Dropped Call Rates across the different bearer types:

EE Network Call Bearer	Call Set-Up Success Rate (CSSR)	Dropped Call Rate (DCR)
2G	99.84%	1.06%
3G	98.09%	0.33%
4G	99.16%	0.37%

National Coverage

EE's 4G coverage today reaches over 99.75% of the UK population. The geographic 4G coverage currently is approximately 90.19%. EE's 5G coverage is approximately 83.32% of the UK population.

Outdoor Coverage		2G Voice		4G Voice		5G Voice	
5g	Area	% Pops	% Geo	% Pops	% Geo	% Pops	% Geo
UK	Country	99.75	90.19	99.73	89.87	83.32	45.21
England	Nation	99.83	96.39	99.81	95.69	84.98	60.99
Northern Ireland	Nation	98.01	92.38	97.87	89.53	44.09	25.29
Scotland	Nation	99.59	78.52	99.67	79.77	78.72	20.47

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Wales	Nation	99.58	92.17	99.29	90.04	83.74	49.72
East	Region/England	99.71	98.04	99.82	98.36	76.62	56.68
East Midlands	Region/England	99.76	98.40	99.85	98.19	90.87	75.65
London	Region/England	100.00	99.89	99.99	99.53	95.60	91.34
North East	Region/England	99.85	88.32	99.85	89.10	73.36	36.62
North West	Region/England	99.89	94.95	99.86	93.65	86.33	59.55
South East	Region/England	99.82	96.98	99.77	96.01	74.81	52.57
South West	Region/England	99.60	96.72	99.48	95.08	86.64	62.82
West Midlands	Region/England	99.88	98.42	99.82	97.36	94.32	77.34
Yorkshire and Humber	Region/England	99.87	94.82	98.82	94.15	81.50	57.19

Note:

Figures are based on EE's prediction of received power level in an outdoor environment to the following levels: 2G >= -93 dBm, 3G >= -100 dBm, 4G LTE1800 RSRP >= -118dBm, 4G LTE800 RSRP >= -113dBm

For further specific location detail including mapping and predicted indoor coverage, please refer to <https://ee.co.uk/why-ee/mobile-coverage>

4G

Overall, our 4G network reaches over 99% of the UK population:

- **England** – over 99%
- **Norther Ireland** – over 97%
- **Scotland** – over 99%
- **Wales** – over 99%
-

Specific Targets:

- **England:** EE's network meets and exceeds the FSA's requirement of 75% 4G and 50% 5G coverage

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- **Wales:** The network provides robust 4G and 5G coverage exceeding both of the targets set by FSA
- **Northern Ireland:** EE's network meets and exceeds the FSA's requirement of 40% 4G and 25% 5G coverage

Since launch, we've switched on 5G in over 125 cities and large towns across the UK, including locations where the FSA offices depots etc are located in the UK. EE continues to have 5G in more places than any other competitor.

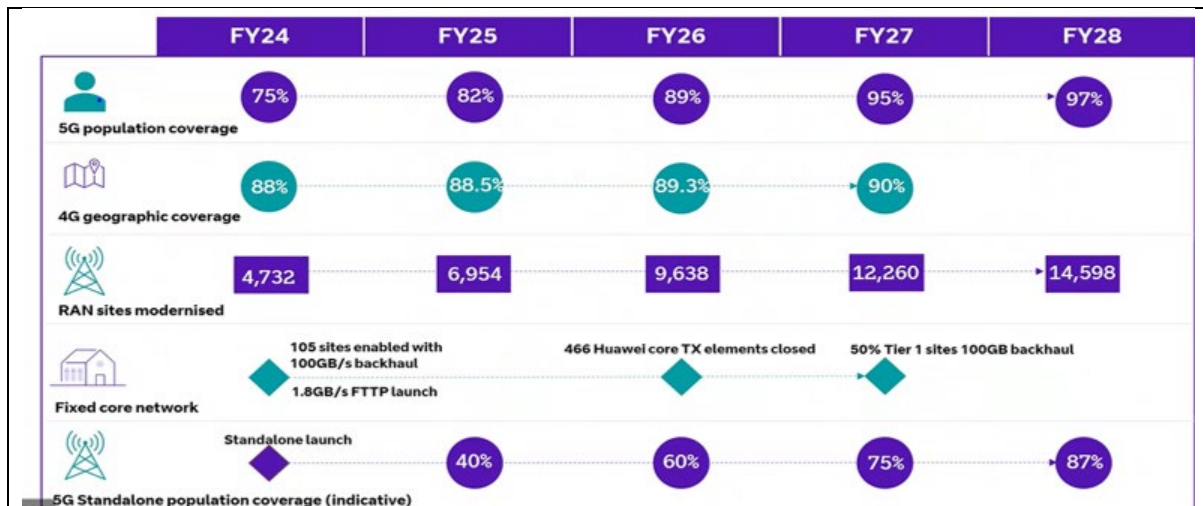


5G Coverage Locations – EE is continuously adding 5G enabled locations across the UK and cementing our place as the number one network for 5G

Timelines for future 5G deployments in the United Kingdom

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5G

Overall, our 5G network reaches almost **75%** of the UK population:

- **England** – over 84.98%
- **Northern Ireland** – over 44.09%
- **Scotland** – over 78.72%
- **Wales** – over 83.74%
- **Birmingham:** EE awarded best overall network
- **Bristol:** EE awarded best overall network
- **London:** EE awarded best overall network
- **Newcastle:** EE awarded best overall network

EE has been awarded best overall network in many other cities, including but not limited to: Belfast, Cardiff, Edinburgh, Glasgow, Manchester & Liverpool.

What could 5G mean for you in the future?

Combining fixed and mobile connectivity - Building critical infrastructure is our heritage, and our network is already part of the UK's Critical National Infrastructure. We see ourselves as not only building a network for the future but also building seamless connectivity for our customers. And 5G is more than an evolution. It's the first time that mobile has become infrastructure grade, with the ability to replace, extend and enhance existing fixed infrastructures.

Temporary site - The technology of choice for businesses needing connectivity quickly, temporarily, or where fixed may not be suitable.

Rapid and cost - effective deployment - No pre-laid fibre? 5G can give a fibre-like boost to bandwidth from day 1. So, our customers can set up at a new site quickly.

Back up - With capacity and physical diversity, 5G can become the back up of choice.

Fixed Wireless Access - Ideal for connecting temporary sites quickly when you're on the move or connecting a new depot with superfast broadband and fibre, wirelessly.

Intelligent Assets - Our logistics and utility customers are looking to see how they can integrate Internet of Things (IoT) into their businesses using the 5G network. Focusing on tracking locations and monitoring the status of large volumes of assets.

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Independent Coverage Recognition

BT was the first communications provider to launch 5G in the UK in May 2019 and rapidly rolled out coverage across the UK in phases from an initial 16 cities to now providing EE 5G in almost every major UK town and city, in total over 1000 locations. Our EE network has won the RootMetrics® UK Network Awards for the past 11.5 years and our successful roll-out of new network standards including 4G and 5G has been evident in these awards.

Building on this, BT's ambition is to be first to market to launch a UK 6G network capability when all of the standards for 6G technology have been fully ratified through the various standards bodies including the International Telecommunications Union and 3GPP. BT is playing a key role in the standards development and is a member of two prominent UK consortia. The first half of 2025 also marked the 23rd consecutive test period in which EE ranked first in the categories of overall performance, reliability, and speed, as well as data, call, and text performance.



The UK's Number One Network – EE has come out on top for the 11th year running.

- **Ranked number 1** in the UK across RootMetrics® categories (Reliability, Accessibility, Speed, Data, Call, Text, and Video) H2 2024.
- **Ranked the UK's number 1** overall network by independent network benchmarking company RootMetrics® for the 11th year running.
- **Ranked the UK's number 1** 5G network.

Please see attached Excel document titled Coverage stats 2nd March.

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02_03_2025

Coverage_Stats_3rdFe

This document contains the network coverage percentage for 2G, 4G and 5G services, by region and by towns/cities from February 2025. It also includes planned projected 4G and 5G coverage both by geographical and population.

As you will see the percentage coverage across the UK both for geographical and population is fantastic and only will get better in the next 12 months.

EE can provide the FSA with devices and SIM cards free of charge on a trial basis to test the network within the areas your end users are working to ensure coverage prior to any transition.

This can be requested prior to any formal competition taking place just to test the network and service for your end users as we understand staying connected is key!

Reviewing Coverage Gaps

EE will work with FSA to resolve any issues that users have with inadequate network performance. The EE Service team and the BT Account team will work through a comprehensive diagnostics check and provide options for resolution. Solutions may include the use of Wi-Fi calling; a change of device; the use of Signal Booster Solutions; or making network changes.

Alternative Networks: In locations where EE's network may not provide adequate coverage, EE may offer the option of a SIM using an alternative network provider to ensure continuous service. This involves identifying the most suitable network for the specific location and providing users with SIM cards that can connect to these networks.

Network Assessment and Allocation: If an instance does arise where an alternative network needs to be used, EE will conduct a thorough assessment to determine the most appropriate network. EE can then offer this option to FSA to ensure optimal coverage for the FSA staff.

Phased Expansion and Continuous Improvement

Expanding 5G Coverage: EE is committed to expanding its 5G network throughout the contract lifecycle. This includes ongoing investments in infrastructure to increase 5G availability in both urban and rural areas.

The goal is to ensure that the FSA staff have access to the latest network technology as it becomes available.

Continuous Monitoring and Feedback: EE will continuously monitor network performance and gather feedback from the FSA staff to identify and address any coverage issues promptly. This proactive approach ensures that the network remains reliable and meets the evolving needs of the FSA.

The rollout of EE's 5G standalone network continues at pace with more UK towns and cities set to be upgraded in the next month – including Blackburn, Doncaster, Middlesbrough and Sunderland.

One of the benefits of 5G standalone is that it can provide a smoother experience for customers using the newest AI tools on their devices, such as Galaxy AI and Gemini AI, both now and in the future.

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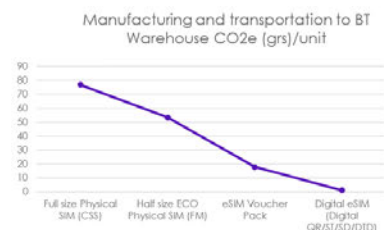
EE are currently extending the reach of the UK's most reliable mobile technology, 5G standalone, to more towns and cities across the country following significant upgrades. 5G Standalone is currently available to EE consumer customers with compatible devices, however FSA will benefit from 5GSA when it launches for our Public Sector customers later this year.

EE's comprehensive approach to network coverage ensures that the FSA's requirements for both 4G and 5G services are met. By leveraging EE's extensive network, supporting automatic switching to 5G, providing Wi-Fi calling, and offering alternative SIM connections where necessary, EE guarantees seamless connectivity for the FSA staff. Continuous investment in network expansion and proactive monitoring further ensures that the FSA's coverage needs are met throughout the contract lifecycle.

4.2	SIM Provision	Weighting: 10%
<p>Guidance:</p> <p>The FSA has an objective of moving to an eSIM only estate and the Potential Supplier will need to migrate users to eSIM as an ongoing deliverable throughout the contract lifecycle.</p> <p>The Potential Supplier must provide eSIM based network connectivity to all users with eSIM compatible devices and provide physical SIM cards to users without eSIM compatible devices.</p> <p>Where physical SIM cards are still required, the Potential Supplier will send these directly to end users and port numbers from the current provider as best for the user.</p> <p>New connection requests should be available to the FSA via a portal and dispatched as required by FSA.</p>		
<p>Question:</p> <p>Please confirm that your service supports the use of eSIM on both Android and IOS devices.</p> <p>Potential Supplier should explain how they will support a mixed eSIM/ Physical SIM environment and how the Potential Supplier will support FSA in a phased migration to eSIM only.</p> <p>Response:</p> <p>EE's service robustly supports the use of eSIM on both Android and iOS devices, ensuring a seamless experience for users across different platforms. This support is crucial for the FSA in transitioning to an eSIM-only estate. Here's a detailed explanation of how EE facilitates this transition and supports a mixed eSIM/Physical SIM environment.</p>		

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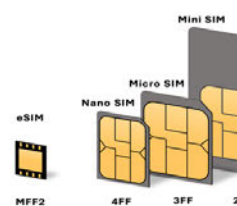
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eSIM – not just effortless but much more sustainable

eSIM reduces the carbon emissions associated with the material, production and delivery stages of a physical SIM from 627 CO2e/unit to 1 CO2e/unit, a reduction of 99%.

The CO2e figures are provided directly from our suppliers and relate to the material, production and delivery stages of the relevant SIM type.



Whether ordering a new handset with a subscription or just an additional subscription without hardware, the FSA can order via EE's online 'Mobile Manager' portal.

Seamless eSIM download

When a new handset is required, Seamless download is the easiest way to get a new eSIM capable device up and running with EE. When the handset is first powered on and connected to a Wi-Fi network, the eSIM profile is seamlessly downloaded and activated. Seamless Download is available for compatible eSIM capable iOS and Android devices, shipped by EE.

Digital eSIM QR codes

Where the FSA require an additional subscription without a device, the Mobile Manager portal can be used to order new digital eSIMs. Once ordered, the digital QR code can be sent directly to the end user via email. The end user simply scans the QR code to install the eSIM and is active on the network immediately.

The administrator also has the option to view the new QR code directly on the portal (without the need to email to the end user) making it very handy for setting up new subscriptions locally (for VIP users for example).

eSIM Deploy to Device – Push install (EID known)

Where a device's EID (eSIM ID) is known, EE can deploy an eSIM directly to the device over the air. Deploy to device is available for any eSIM capable Apple and Android Device (Including BYOD). No plastic and no QR code, just a simple push notification, either initiated from EE's support team or self-served from EE's Mobile Manager, direct to a handset. A couple of clicks from the end user and they are up and running, connected to the EE network immediately.

eSIM Deploy to Device via MDM – Push install (EID known) – iOS Only

Where a device's EID (eSIM ID) is known, the FSA can leverage modern MDM functionality to deploy eSIM profiles to targeted devices. The journey itself varies depending on MDM; however, it's a remarkably quick process. Once the command is sent from MDM, the eSIM is downloaded and silently installed in seconds, without any user action required.

FSA can arrange their own eSIMs 24 hours per day and move subscriptions at a time that is convenient to them using EE's Mobile Manager portal.

Order an iOS device and eSIM in-life.

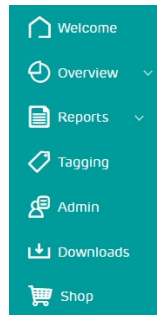
As standard when ordering a new eSIM compatible iOS device in-life as part of a mobile contract with EE, the eSIM and device are provided and provisioned under the 'Seamless eSIM download' solution EE offer to ensure, easy set-up, zero touch, auto-install and hassle-free connectivity.

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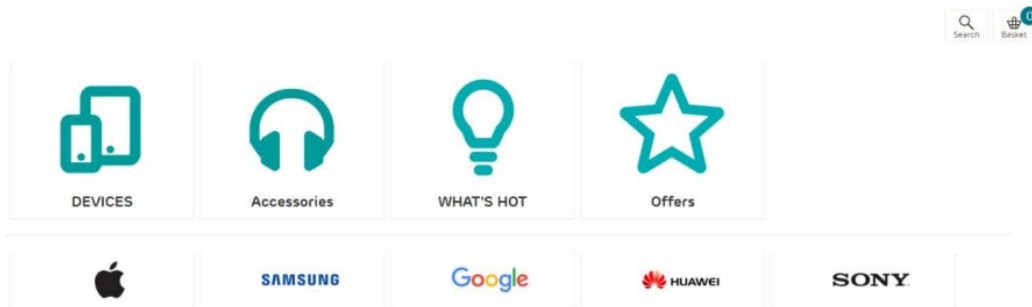
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Online ordering is available on Mobile Manager allowing the FSA to order devices online at your convenience.

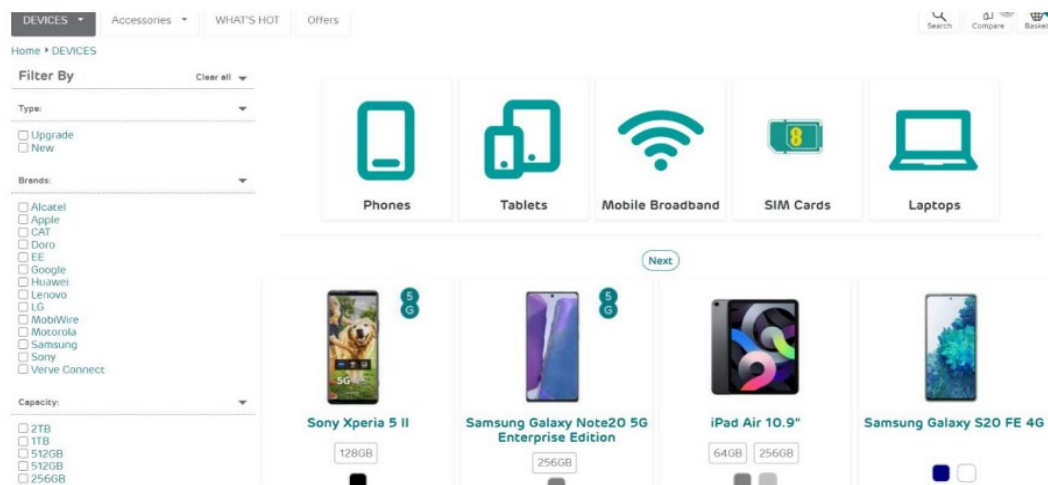
Click on the left-hand side of the page where 'shop' is listed.



When you first enter the 'Order' section, you'll have the option to view either devices or accessories. Select the product category you wish to view by either clicking on the category images or by using the quick access bar. You can also search for a product using the search box if you know what you are looking for.



Once you are in a product page, you can further refine your search using the left hand menu. Or by selecting different variants across the top menu.



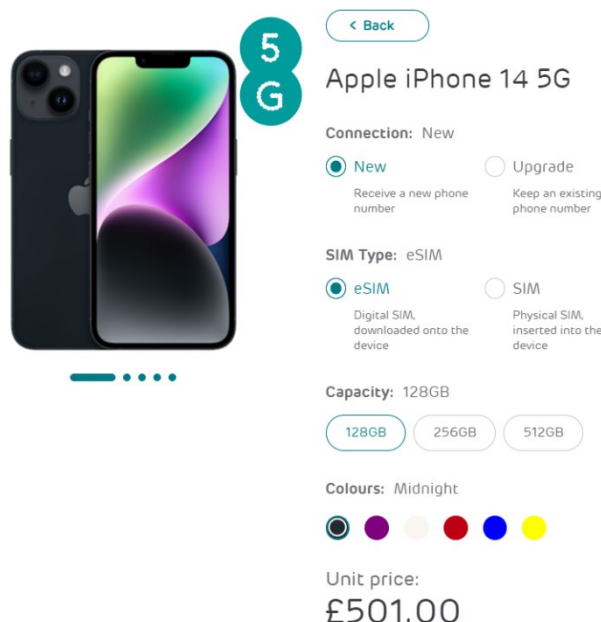
Once you have added your product to the basket you can use the navigation bar to continue shopping if you require additional items.

Your basket in the right-hand side will update with an icon showing how many products are being ordered.

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You can view the contents of your basket at any time by clicking on the basket icon and then 'View basket' in the top right of the screen. This will also enable you to checkout and progress your order.



Within the 'View basket' page, you can change quantities and also remove items if required. The total cost of your order is also displayed. For new connections, you will need to enter a username, and for upgrades, you'll need to input an existing phone number.

eSIM Support on Android and iOS Devices

Compatibility: EE supports eSIM on a wide range of devices from major manufacturers. This includes most newer models from Apple, Google, and Samsung, among others. For instance, iPhones from the XR model onwards, Google Pixel devices, and Samsung Galaxy S20 and later models are all compatible with eSIM.

Dual SIM Functionality: Many eSIM-compatible devices support dual SIM functionality, allowing users to have both an eSIM and a physical SIM active simultaneously. This feature is particularly useful during the transition phase, as it enables users to maintain connectivity while gradually moving to eSIM.

Supporting a Mixed eSIM/Physical SIM Environment

Flexibility: EE's service is designed to support a mixed environment where both eSIMs and physical SIMs can be used concurrently. This flexibility ensures that users can transition at their own pace without any disruption to their service.

User Training and Support: EE provides comprehensive training and support to help users understand and manage their eSIMs. This includes detailed guides on setting up eSIMs on different devices, troubleshooting common issues, and managing dual SIM settings.

EE's customer support is available to assist with any problems that may arise during the transition.

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Seamless Transition: Users can switch between physical SIMs and eSIMs without losing their existing phone numbers or data plans. EE facilitates this by allowing users to port their numbers to eSIMs and providing support for transferring data plans.

This ensures a smooth and hassle-free transition for users.

Phased Migration to eSIM Only

Initial Assessment and Planning: EE will work closely with the FSA to assess the current SIM usage and plan the migration to eSIM. This involves identifying compatible devices, understanding user needs, and developing a phased migration plan that minimizes disruption.

Provisioning eSIMs: EE will provide eSIM packs to users, which include QR codes for easy setup. These packs can be distributed in phases, allowing for a controlled and manageable transition.

User Education and Support: Throughout the migration process, EE will offer extensive user education and support. This includes training sessions, detailed setup guides, and ongoing customer support to address any issues that users may encounter. EE's support team will be available to assist with the setup and troubleshooting of eSIMs, ensuring that users are comfortable with the new technology.

Monitoring and Feedback: EE will continuously monitor the migration process and gather feedback from users. This feedback will be used to make any necessary adjustments to the migration plan and address any issues promptly.

Regular updates and communication with the FSA will ensure that the migration stays on track and any challenges are quickly resolved.

Ongoing Support and Maintenance: Even after the migration to eSIM is complete, EE will provide ongoing support and maintenance. This includes assistance with any eSIM-related issues, updates to eSIM technology, and support for new devices as they become available.

EE's commitment to continuous improvement ensures that the FSA's eSIM estate remains efficient and up to date.

EE's comprehensive support for eSIM on both Android and iOS devices, combined with our ability to manage a mixed eSIM/Physical SIM environment, makes EE an ideal partner for the FSA's transition to an eSIM-only estate. By providing detailed planning, user education, and ongoing support, EE ensures a smooth and efficient migration process.

This structured approach not only meets the FSA's objectives but also enhances the overall user experience, paving the way for a more flexible and modern mobile communication infrastructure.

4.3	On-Boarding	Weighting: 8%
Guidance: <p>The FSA is seeing to migrate users and phone numbers from multiple current network providers to the Su Potential Supplier's service as quickly as possible.</p>		

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As part of the on-boarding process the Potential Supplier will provide and implement a process for migrating physical SIM cards to eSIM cards on the users' existing devices, where compatible. (Please note that this requirement is for SIM rollout and phone number migration only. No device rollout is required)

Question:

Please describe, how you will manage user migrations and phone number porting from the four current network providers to your service and provide an indicative timescale for completing approximately 1500 transfers.

Please note, the user migration will involve a mixed device estate split approximately 50/50 between physical SIM and eSIM card devices. These are predominantly Android devices with a small number of IOS devices.

Response:**BT's Approach to Managing User Migrations and Phone Number Porting**

EE is well-equipped to manage the migration of users and phone numbers from multiple current network providers to our service efficiently. The FSA will experience a seamless migration to EE, led by an experienced, PRINCE2-qualified Client Project Manager (CPM).

The CPM will take full responsibility for planning, executing, and controlling each phase of the project, working closely with the FSA at every stage. The CPM will be the prime point of contact for the duration of the project and manage all aspects of the proposed solution throughout the migration.

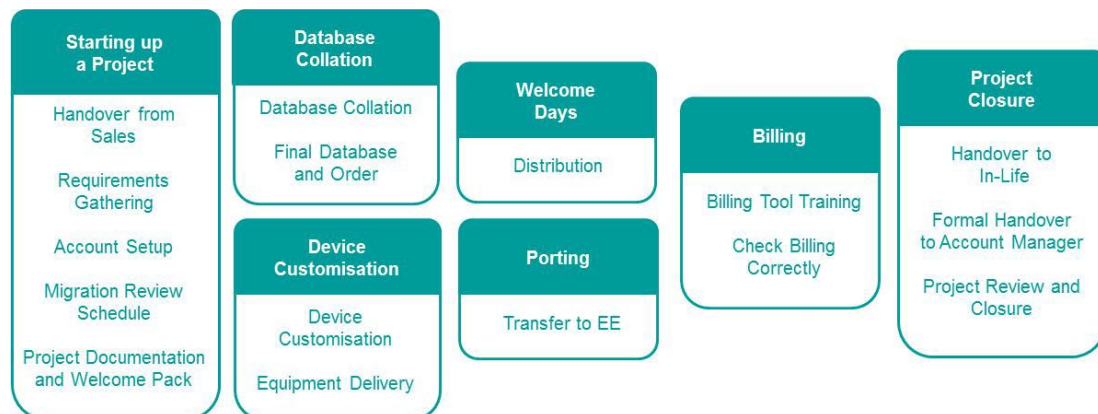


Figure 1 – Seamless migration:

Initial Planning and Coordination

EE's experience shows that this is best achieved through a consultative, cooperative relationship. Prior to transition the CPM will work with FSA during the design/planning phase to develop a project plan for a successful transition.

In agreement, and in line with your business requirements, the CPM will divide the migration into several critical phases - they will define the scope and time requirement for each phase and control the delivery of each one.

EE ensures any resource requirement from The FSA during the transition phase is kept to a minimum so that there is little impact to your business because of the migration.

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However, during transition to the network, EE will request FSA's assistance in the provision of:

- A prime point of contact
- Authorisation to perform appropriate planned tasks
- Reasonable access to sites
- Technical assistance as required
- Witness any agreed acceptance tests
- A liaison for site surveys
- A database of existing users, typically to include:

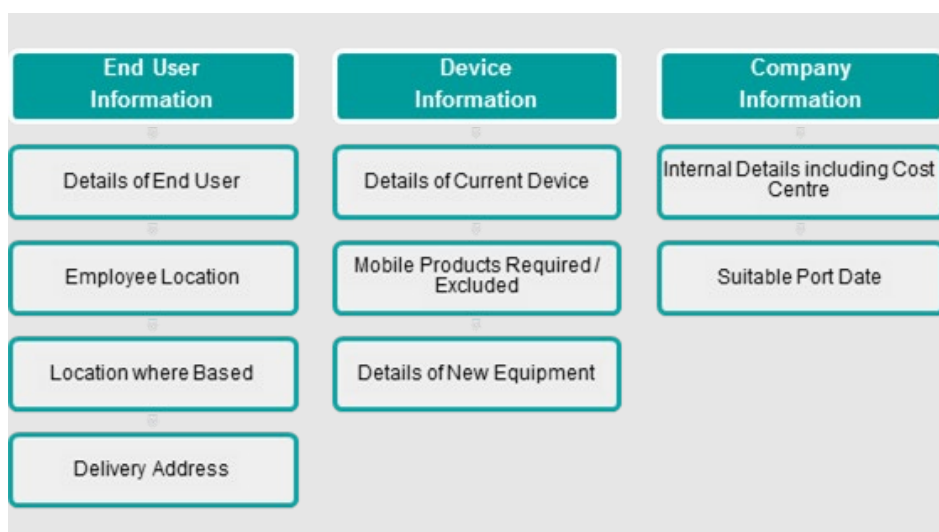


Figure 2 – Collaborative project start-up: Required information to assist in seamless transition

Coordination with Current Providers: EE will coordinate with the four current network providers to facilitate a smooth transition. This involves obtaining Porting Authorisation Codes (PACs) for each user, which are necessary for transferring phone numbers.

Project Review Meetings

During project launch meeting, The FSA and the CPM will determine the frequency of the project review meetings. The CPM will take minutes during the project review meetings, the content of which will be distributed to the appropriate project team members via a Project Reporting Document (PRD). Weekly project status updates will also be provided.

Project Documentation

EE will ensure that The FSA are updated on the progress of the migration project by providing supporting documents to ensure key stakeholders are aware of the migration project performance against agreed deliverables.

1. Project Initiation Document (PID)

The CPM will produce a PID – This will contain project information including:

- Project scope and exclusions
- The FSA and EE responsibilities

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- Project contacts
- Communications plan
- Guidelines for risk and issue management
- Sign off information

2. Project Plan

The Project Plan will be developed during the Project Start-up and Launch phase and will show all activities along with their interdependencies and resource allocation.

The plan will include several defined milestones agreed with The FSA e.g. Project Launch, Review Stages, Billing Structure, Implementation/Integration with the EE network, Porting Batches, Acceptance Testing, Handover to “in-life” Maintenance and Support.

3. Project Reporting Document (PRD)

The PRD records any minutes and actions from review meetings, along with potential risks and issues. This is reviewed during each project review meeting and is distributed to the agreed FSA representatives.

4. Executive Summary

This is an overview of the project across a specific period and is reviewed by the project board at a frequency defined within the Communication Plan. It typically includes any open issues or high-level risks, activities completed in the review period and those scheduled for completion in the next review period. This is built in collaboration with The FSA and the project requirements.

Risk and Issue Management

The FSA’s seamless transition is dependent on EE’s proactive management of both project risks and issues.

At the first project meeting held with the nominated FSA representatives and EE teams, EE will draw upon its extensive experience to highlight potential risks to the project and the solution being delivered.

EE will recommend the best responses to each risk. Examples of risk include:

- Collation of poor data
- Internal/external communication
- Selection of an inappropriate porting day, e.g., Friday
- End user issues – absence, users abroad, holidays
- Coverage gaps
- Network issues
- New device issues; incompatible, voicemail loss etc.

The CPM will run a Risk Register as part of the PRD which will be regularly reviewed, and The FSA DEFRA will be updated as the project progresses.

The Risk Register will be underpinned by a comprehensive escalation process supported by key named BT stake holders.

Stage one

- BT Account Manager
- EE Mobility Specialist

Stage two

- Senior Manager - Specialist sales.

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Stage three

- Director of Central Government
- Director of Sales Capability

Stage four

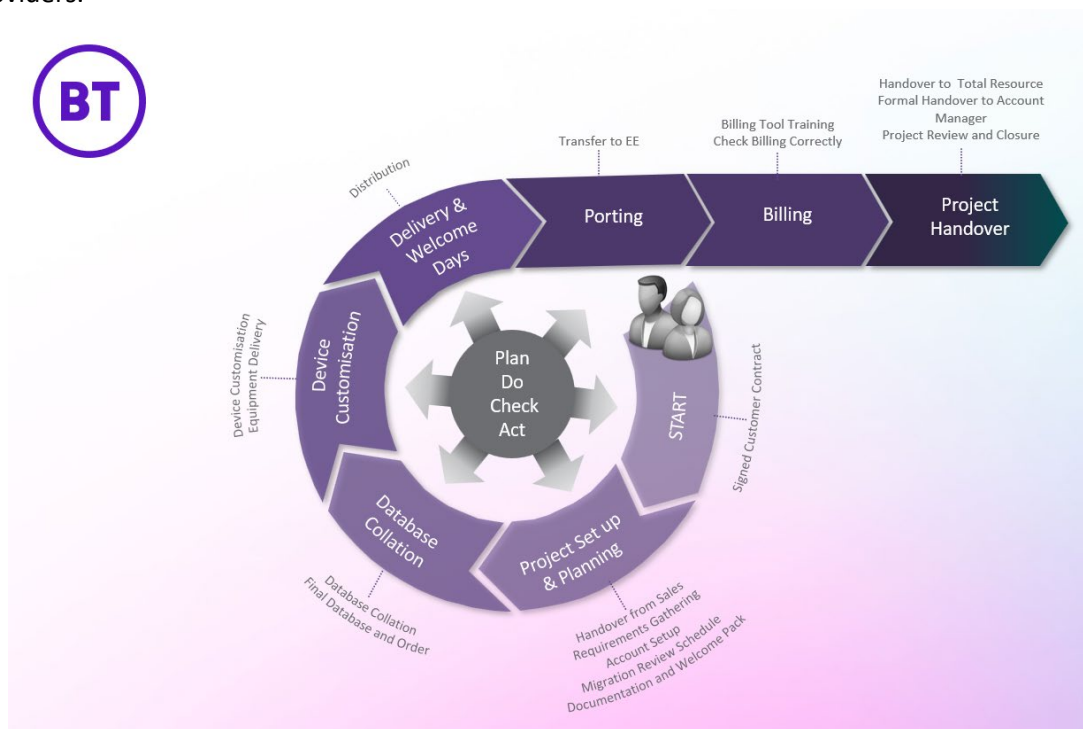
- Managing Director, Major Government.

Quality Management

EE will work with The FSA to define areas of importance for the project – these will form the quality criteria against which the completed project will be judged. At project closure, EE will ask The FSA representatives to confirm that everything has been completed in-line with these deliverables.

Migration Process

Communication with Users: Clear communication is crucial. We will inform all The FSA users about the migration process, including the steps they need to take and the timeline for the transition. This will include detailed instructions on how to obtain their PACs from their current providers.

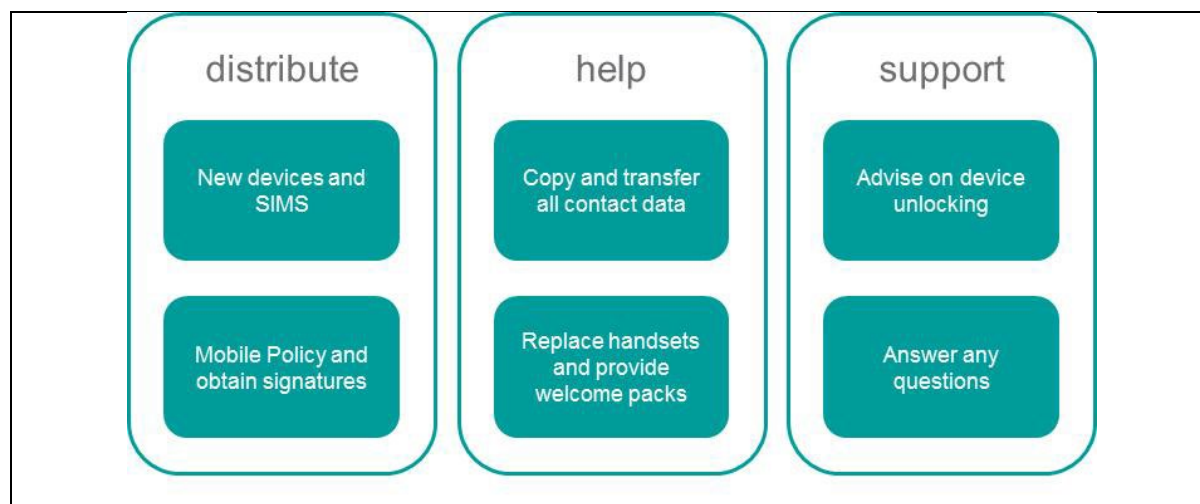
**Welcome Days**

EE will arrange up to 15 'Welcome Days' at agreed locations where SIM's and devices can be deployed to users providing The FSA DEFRA employees a positive migration experience.

During these sessions EE will distribute equipment, transfer phonebook entries, and provide general information and guidance, an overview is provided below.

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**Figure 3** – Welcome day support:

This ensures they are fully supported and connected in line with the agreed project milestones.

For home workers or remote locations, EE will provide some guidance on what they need to do before delivery of devices – it will be The FSA’s responsibility to ensure they have all the support and relevant information required.

SIM Card Distribution: For users with physical SIM cards, we will distribute new EE SIM cards. For those with eSIM-compatible devices, we will provide eSIM packs containing QR codes for easy setup.

Porting Phone Numbers: Once users have their PACs, EE will initiate the number porting process. This typically takes one to two business days per user. During this time, users will continue to use their existing SIM cards until the porting is complete.

eSIM Transition

eSIM Setup: EE provides the ability for The FSA to switch from their current provider to EE without the need for a physical SIM swap where The FSA are using eSIM compatible devices and eSIMs. EE’s innovative eSIM solution and ordering process supports eSIM delivery to any eSIM capable device, bought directly from EE or any other device supplier.

EE has launched eSIM capabilities for customers on EE’s Future Mobile platform that The FSA would be a part of within the migration, meaning The FSA can connect compatible devices on our network with an eSIM rather than a physical SIM. EE have the most advanced eSIM deployment in direct comparison to other providers in the UK. The FSA therefore have the unique opportunity to harness the full capability and advantages that eSIMs have to offer by working with EE.

As more devices are launched, more devices will be eSIM compatible and eventually eSIM will become the industry standard, and physical SIM cards will be a thing of the past. For example, the latest Apple, Samsung, Google, and Sony devices support eSIM. Not only will this improve each user experience at the onboarding stage, but it is equally as secure as a physical SIM. Each eSIM helps our business to become more sustainable, as explained in the executive summary sustainability section.

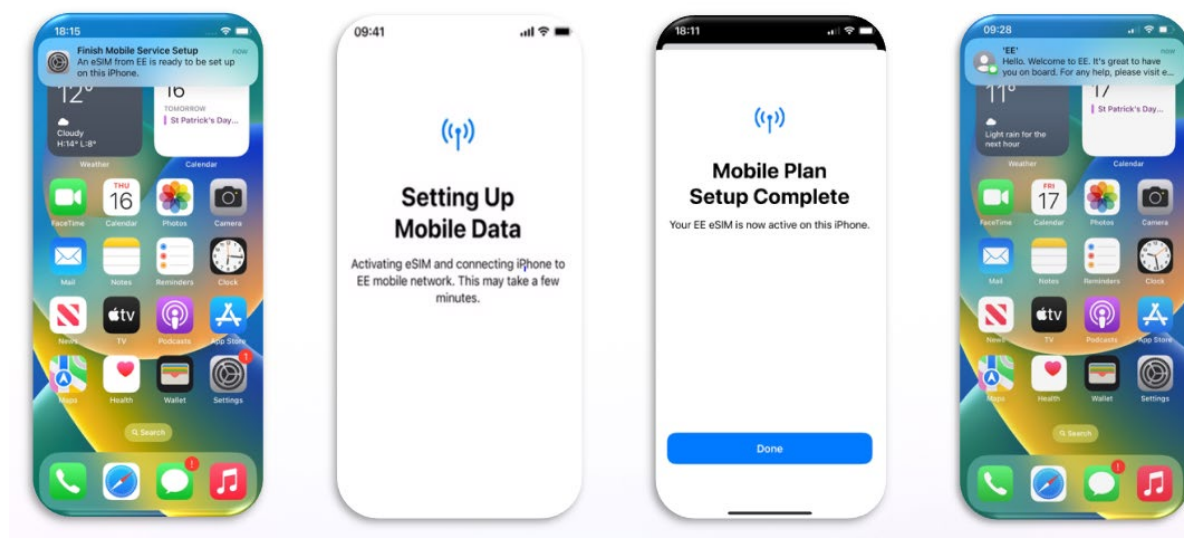
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eSIM capability enables users to have multiple mobile numbers on one phone, potentially mitigating the need to supply each employee with a dedicated work phone and removing the end user need to carry round multiple devices.

New eSIMs will be remotely distributed to target devices using one of the following methods in advance of the porting process to minimise impact on users.

- **Digital QR code** – Users or Admins will receive a QR code via email. The QR Code can be scanned directly from the screen to activate the new eSIM. eSIM QR codes are dispatched from the BT/EE warehouse and sent to required locations or individuals addresses. Each is supplied with an end user instruction booklet. End users simply follow the instructions supplied to activate the eSIM on their device. From dispatch eSIM QR codes are delivered within 1 to 2 working days and activated once the scanning loading process is completed. For each option the EE Client Project Manager will draft an agreed timetable to complete the porting of the existing mobile number from The FSA's current supplier. When the port is scheduled, the existing SIM will die, and the profile will update to the live EE SIM on the old porting number.
- **Deploy to Device using the EID (eSIM identifier)** – Where device EID's are known, EE will remotely deliver new eSIMs to devices with no interaction required from users. EID's for Supervised iOS devices can be exported from Microsoft Intune. Any eSIM capable Apple and Android Device (Including BYOD). No plastic, no QR codes, simple end user activation journey, migrations have never been so easy.



- **Deploy to Device using MDM** - Where device EID's are known, The FSA can leverage modern MDM functionality to deploy eSIM profiles to targeted devices. Microsoft Intune has been confirmed to offer this functionality and eSIM delivery using Microsoft Intune has been tested by EE. Once the command is sent from Microsoft Intune, the new eSIM is downloaded and installed on the targeted device(s) in seconds. Please note that bulk eSIM distribution via Microsoft Intune is currently limited to 100 devices at a time.
- **Seamless Download** - Where new devices are also required, EE will deliver pre-allocated eSIMs directly to devices as part of the 'out of box' experience.

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The new EE eSIM profile will be installed on devices with a temporary mobile number. The temporary mobile number will subsequently be replaced by the ported mobile number.

EE will work with The FSA to mutually agree port dates once the required information from the incumbent provider is received. These will then be built into the plan and only be set once the end users are in receipt of their new device / eSIM, ensuring continuity and minimising downtime.

Devices with eSIM will experience very little downtime and will be largely invisible to the end user, as the porting number will effectively move from one SIM/eSIM to the new eSIM within the same device.

Following the successful number port, old SIMs/eSIMs can be removed/deleted as they will no longer be in service. Failing to remove/delete the old connection will have no impact to The FSA or the user.

Support and Troubleshooting: EE will offer comprehensive support to assist users with any issues they may encounter during the eSIM setup. This includes a dedicated helpline and online resources.

Indicative Timescale

Given the scale of the migration (approximately 1500 transfers), we estimate the following timeline:

- Initial Planning and Coordination: 1-2 weeks
- Communication with Users and Distribution of SIM/eSIM Packs: 1 week
- Phone Number Porting and SIM Activation: 2-3 weeks

Overall, we anticipate completing the entire migration process within 4-6 weeks. This timeline ensures that all users are transitioned smoothly and that any issues are promptly addressed.

Mixed Device Estate Management

Physical SIM Devices: For the 50% of devices using physical SIM cards, we will provide new EE SIM cards and guide users through the process of inserting and activating.

eSIM Devices: For the 50% of devices using eSIMs, we will provide eSIM packs and detailed setup instructions. Users will scan the QR codes to activate their eSIMs.

Continuous Support

EE is committed to providing ongoing support throughout the migration process. This includes:

- **Dedicated Support Team:** A team of experts will be available to assist users with any issues related to SIM activation, number porting, and eSIM setup.
- **User Training:** We will offer training sessions and resources to help users understand the new system and make the transition as smooth as possible.

Post Implementation

At the end of the migration, the CPM will conduct a Post Implementation Review (PIR) with nominated FSA representatives which documents the FSA view of the implementation. This

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includes the success of the project across areas such as quality, planning, and communication, as well as any other feedback on the overall experience.

By following this structured approach, EE ensures a seamless migration process for the FSA, minimizing disruption and ensuring that all users are transitioned efficiently to our service.

4.4	Mobile Data	Weighting: 10%
<p>Guidance:</p> <p>The FSA requires a business wide data pool of 2Tb per calendar month, with a maximum monthly UK allowance per user of 20Gb.</p> <p>To ensure the FSA does not exceed a service cap, when a user's monthly allowance is reached, the Potential Supplier must immediately alert the user and FSA and apply a lock to prevent further data usage in the calendar month. The user will only be allowed additional data with FSA's approval.</p> <p>The Potential Supplier must provide a regular (at least quarterly) review of data usage.</p> <p>For users' personal safety, if their data allowance is at capacity, the FSA requires an Always Connected solution to enable a user to stay connected at a minimum capacity with the ability to make and receive calls and messages.</p>		
<p>Question:</p> <p>Please confirm that you can provide a UK data service to meet the above specification</p> <p>Describe and explain how you will support FSA's data use and work proactively with FSA to ensure that capacity is accurately sized to usage and scales up or down both individually and across the business.</p> <p>Please include a description of any Always Connected solution.</p>		
<p>Response:</p> <p>EE can provide a UK data service that meets the FSA's specifications through a combination of advanced data management, proactive monitoring, and robust connectivity solutions. Here's how EE can address each requirement:</p> <p>Data Pool Management and User Alerts</p> <p>EE can implement a comprehensive data management system that tracks data usage across the business. This system will:</p> <ul style="list-style-type: none"> • Monitor data usage in real-time to alert The FSA that a pre-defined percentage (e.g. 80%) of the 2Tb monthly data pool has been used. *See below • Alert users and the FSA when a user reaches their 20Gb monthly allowance and automatically apply a lock to prevent further data usage until approval for additional data is granted 		

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***Self-service Data Bundle Alert.**
Regular Data Usage Reviews

EE will conduct monthly/quarterly reviews of data usage to provide insights and recommendations. These reviews will include:

1-2-1 Proactive data management

The FSA's Mobile Specialist will proactively work with you to support your mobility policies around individual data usage, miss usage, and consumption limits.

PTP reporting

EE will also provide The FSA a monthly summary that provides a view of the previous month's usage by type including, Summary Billing, Unused devices, UK data usage, Roaming by zone, Order Summary to name just a few. We have included an example PTP Report for The FSA's information.

This will help The FSA recognise trends, track and target usage on a monthly basis and ensure real data is presented to the FSA team to mitigate the risk of data overage. This will help The FSA decide to change the data bundle size for the following period.

Self-serve data restrictions.

In the event of any unauthorised or out of policy usage, connections can be suspended or disconnected on request.

This can be actioned via the Mobile Manager portal using the 'Manage Services' tool within Mobile Manager.

Prior to making any update to the settings on a phone, it is recommended that you first confirm the existing settings on the phone. You can do this by clicking the 'View' button against the corresponding phone number.

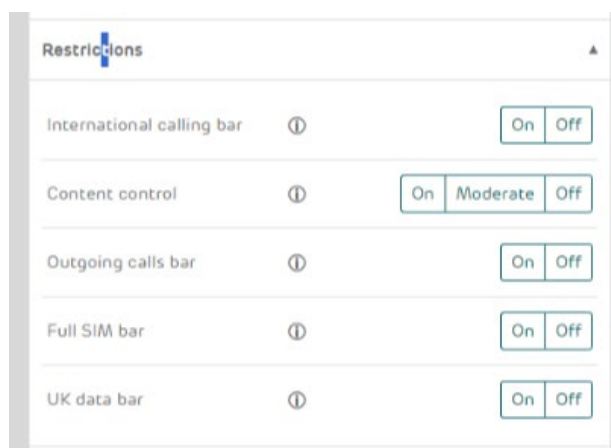
<input type="checkbox"/>	Phone ▲	Label ▼	
<input type="checkbox"/>	0	Katy Parry	View

The FSA can use the filters option available above the table to drill down into a specific phone number (by keying in the number), or by filtering the numbers displayed by your most recent bill, or all bills.

Once you have confirmed the phone number and the setting(s) you did like to update, simply click the checkbox against the phone number which will then allow you to update settings for the selected number(s) via the service options displayed in the right-hand side.

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This is a toggle 'on/off' function with 'on' being the bar/cap applied to the user's connection for data under 'UK data bar'.

This is an automated process via the Mobile Manager portal, that can be administered via the FSA term directly.

Proactive service review of tariffs.

In addition to the way in which EE flexibly facilitates changes to the data bundles, a key differentiator with the BT EE service is the way in which EE's expert and experienced personnel will support the FSA by meeting appointed the FSA representatives regularly throughout the duration of the mobile contract. Using agenda led meetings run by a dedicated EE Mobile Specialist. We will collaborate with the FSA on a regular basis to identify:

- **Best value tariffs and bundle options:** We will work with the FSA to project future usage and consumption patterns to agree further changes as required. This includes reviewing additions or reductions to workforce and comparison to the trends from the Monthly Reports. We will proactively engage with activities where we spot an opportunity to improve value for the FSA.
- **New Service options:** We will use our mobile reporting capabilities and Mobile Manager to provide insight to the FSA on their service utilisation and will compare this to the full range of available options. This usage evidence will be used to guide the FSA on alternative service options, tariffs, or bolt on options. BT's Account Manager and EE Mobile Specialist will introduce technical experts where collaboration with the FSA or utilisation suggests a new technology may be beneficial. EE's Mobile Specialist will facilitate the transition of connections on EE's systems or the application of bolt-on's to enable any new service options by agreeing a transition plan with the FSA as is needed to support changing data consumption requirements.

The FSA are not just provided flexibility within the tariffs, but by using Microsoft Teams Phone Mobile that is to EE and provided at no extra cost within the proposed solution, the FSA's end users have the freedom to turn regular calls in to 'Teams' calls' and video conferences at the click of a button, this allows them to collaborate and empower the end user to always be connected, productive, and secure.

This service is provided at no cost to the FSA and remains that way even when the data tariff flex's up or down for additional peace of mind and increased value.

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Usage Alerts

Through the Mobile Manager portal, EE will provide the FSA with usage alerts at 80% and 100% data utilization. These alerts are sent to the main administrator, giving advanced notice so that the FSA can add more data if required, rather than going out of bundle. This proactive approach helps ensure continuous connectivity and prevents unexpected disruptions. Additionally, the portal offers detailed usage reports and insights, enabling better management and optimization of data resources.

Always Connected Solution

For users who reach their data allowance, EE offers an "Always Connected" solution to ensure they remain connected to voice and SMS at a minimum capacity.

4.5	International Use	Weighting: 8%
<p>Guidance:</p> <p>The FSA has a small group of c 50 users who travel regularly outside the UK. User details will be provided during the on-boarding process.</p> <p>The service must enable FSA to bar use from international locations considered unsafe. These will only be allowed on a case-by-case basis following approval from the FSA Security team.</p> <p>When working overseas from safe destinations, UK call, text and data rates and allowances must apply wherever possible.</p> <p>Where UK rates cannot be applied, a Data cap of 5Gb per user/ month for all users when outside the UK will apply and the Supplier must describe how they will work with FSA to minimise roaming charges.</p> <p>When a user's monthly allowance is reached, the Potential Supplier must immediately alert the user and FSA and apply a lock to prevent further data usage in the calendar month. The user can only be allowed additional data with FSA's approval.</p> <p>MMS and premium numbers should be barred from the contract unless by express consideration within a user group and from all international locations.</p>		
<p>Question:</p> <p>Describe how you will work with FSA to identify safe and unsafe overseas destinations and block and allow use respectively.</p> <p>How will you provide a service to FSA users working from safe destinations that enables them to work with as close to UK connectivity as possible while minimising the cost of connection to the taxpayer?</p> <p>In particular, please describe what real-time protections you will provide to enable FSA to prevent users running up excessive charges over short periods of time.</p> <p>Response:</p> <p>Identifying Safe and Unsafe Overseas Destinations</p>		

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BT will collaborate closely with the FSA to identify safe and unsafe overseas destinations. This process will involve several key steps:

1. Risk Assessment and Intelligence Gathering:

- EE will leverage its global network and partnerships to gather intelligence on international destinations. This includes monitoring geopolitical developments, local regulations, and security advisories from reputable sources such as the UK Foreign, Commonwealth & Development Office (FCDO).
- Regular risk assessments will be conducted to evaluate the safety of various destinations. These assessments will consider factors such as political stability, crime rates, and the presence of any travel advisories.

2. Approval Process:

- A list of pre-approved safe destinations will be maintained and regularly updated. For destinations not on this list, the FSA users will need to seek approval from the FSA Security team before traveling.

Providing UK-Like Connectivity in Safe Destinations

To ensure that the FSA users can work effectively from safe destinations while minimizing costs, EE will implement the following measures:

1. Roam Like Home:

- EE's "Roam Like Home" service will be extended to the FSA users, allowing them to use their UK call, text, and data allowances in the EU Zone without incurring additional charges. This service ensures that users can maintain productivity without worrying about excessive costs.
- For destinations not covered by "Roam Like Home," EE propose the EE Daily Roamer tariff for Rest of World countries to access the domestic tariff from abroad.

2. Cost Minimization Strategies:

- Users will be encouraged to use Wi-Fi networks whenever possible to minimize mobile data usage.

Real-Time Protections to Prevent Excessive Charges

EE will implement several real-time protections to prevent users from incurring excessive charges over short periods of time:

1. Usage Monitoring:

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- EE's network will continuously monitor data usage. This monitoring will enable the detection of unusual or excessive usage patterns, which can then be addressed promptly.

2. Automated Alerts and Locks:

- When a user reaches 80% of their monthly data allowance, an automated alert will be sent to both the user and the FSA. This alert will provide a warning and encourage the user to manage their remaining data usage carefully.
- EE are proposing the EE Daily Roamer Tariff which allows the FSA to access their domestic 2Tb bundle whilst abroad. Whilst roaming on this tariff in the EU, Zone A and Zone B, upon reaching the 20GB data cap, EE will automatically apply a lock to prevent further data usage for the remainder of the calendar month. This lock will only be lifted with explicit approval from the FSA. Please note that Zone C is not included in this cap and would require a separate monetary cap that can be applied.

3. Usage Controls and Restrictions:

- MMS and premium numbers will be barred from the contract unless explicitly approved within a user group. This restriction will apply to all international locations, preventing unexpected charges from these services.
- EE will implement usage controls that restrict access to high-cost services and applications. These controls will help ensure that users do not inadvertently incur significant charges.

4. Support and Assistance:

- EE will provide 24/7 customer support to assist users with any issues related to international roaming. This support will include guidance on managing data usage and resolving any connectivity problems.
- The FSA Security team will have direct access to EE's support team to address any urgent issues.

EE propose The FSA use our Daily Roamer tariff that is an underlying plan that applies a set daily rate only when users travel abroad. Daily Roamer allows users to access their UK bundle of calls, texts and data when in Business Zones A and B at a set daily charge. When users travel to EU Zone, they can access their UK allowances at no additional cost. The countries included within the different Daily Roamer Zones are detailed below:

EU Zone - Decrements UK allowance at no extra cost.

Republic of Ireland, Guernsey, Isle of Man, Jersey, Austria, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland (inc. Aland Islands), France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy (incl. Vatican City), Latvia Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal (inc. Azores and Madeira), Romania, San Marino, Spain (inc. Canary Islands, Ceuta and Melilla), Slovakia, Slovenia, Sweden, Switzerland.

Any out of allowance calls will be charged at the standard UK charge rates.

Zone A - £4 per day

USA, Canada, South Africa, New Zealand, Turkey, China (excludes Macau), Hong Kong and Australia.

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When roaming in the EE Business Zone A, calls and text messages to mobile and standard landlines in the UK or, from EE Business Zone A, will be decremented from your UK minutes and text message allowance. Incoming calls and text messages will not be charged. Calls to EE Business Zones B and C will be charged at £1.00 per minute. Text messages to EE Business Zones B and C will be charged at 30p each. When roaming in EE Business Zone A, any data used will be decremented from the user's data allowance. If there is no UK Data allowance, then data will be charged at £1.00 per MB

Zone B - £7 per day

Aruba, Albania, Andorra, Anguilla, Antigua & Barbuda, Argentina, Armenia, Bahamas, Bangladesh, Barbados, Brazil, British Virgin Islands, Cayman Islands, Chile, Costa Rica, Dominica, Dominican Republic, Ecuador, Egypt, Georgia, Grenada, Haiti, India, Indonesia, Israel, Ivory Coast, Jamaica, Japan, Jordan, Kuwait, Macedonia, Madagascar, Malaysia, Mexico, Moldova, Montenegro, Nicaragua, Peru, Puerto Rico, Philippines, Qatar, Russia, Saint Kitts And Nevis, Saint Lucia, Saint Vincent And Grenadines, Saudi Arabia, Serbia, Singapore, South Korea, Sri Lanka, Taiwan, Thailand, Trinidad And Tobago, Turks And Caicos Islands, Uruguay, United Arab Emirates, US Virgin Islands, Vietnam.

When roaming in EE Business Zone B, calls and text messages to mobile and standard landlines in the UK or, from EE Business Zone B, will be decremented from the users UK minute and text message allowance. Incoming calls and text messages will not be charged. Calls to EE Business Zones A and C will be charged at £1.20 per minute. Text messages to EE Business Zones A and C, will be charged at 50p each. When roaming in EE Business Zone B, any data used will be decremented from the user's data Allowance. If there is no UK Data allowance, then data will be charged at £2.50 per MB.

Zone C - £1.00 per MB Making a Call: £1.50 per min Receiving a Call: £1.00 Cost per min Sending SMS: 30p

All other destinations

EE Business Zone C usage will be charged at the standard prevailing rate. Daily Roamer allows the User to make calls in EE Business Zones A and B, using their UK Allowance for a daily charge. Charges shown in the Table below only apply on the days that the User uses voice, message, or data services whilst roaming.

EE's comprehensive approach to managing international roaming for the FSA users will ensure they can work effectively from safe destinations while minimizing costs and maintaining security. By leveraging monitoring, automated alerts, and robust approval processes, EE will provide a service that meets the FSA's requirements and supports its users' needs. This collaboration will enable the FSA to focus on its core mission, confident that its mobile connectivity needs are being managed efficiently and securely.

4.6	Data Only and Limited Signal Areas	Weighting: 2%
Guidance:		

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Up to 5 FSA local offices located in Food Business Operator premises will require a 4/5G Business Broadband service and router.

FSA also requires a signal booster option for users in areas where all network coverage is limited (See 4.1 above).

Question:

Please detail the data only and 4/5G Broadband solutions you recommend for FSA and the hardware required to deliver this.

What signal boost options and hardware will you offer for areas of poor coverage?

Response:**EE's Data-Only and 4/5G Broadband Solutions**

Given EE's network scale of 19,000 base stations and from the results of an independent third-party network testing organisation, RootMetrics, BT's network is expected to minimise instances of poor network coverage more than any other UK network provider.

RootMetrics confirmed that EE has the best performance for:

- speed,
- network reliability,
- data performance,
- call (voice) performance,
- Joint-best text (SMS) performance,

Due to this the EE network was named the best overall provider in the UK.

BT has invested hundreds of millions upgrading its network, rolling out 5G across the UK and currently has 5G present in more towns and cities (100) than any other provider.

BT is part of the SRN (Shared Rural Network) - EE is expanding its rural coverage, it will increase by 4,500 sq. miles. Which is more than the entire Lake District, Snowdonia, Peak District, Dartmoor, and Cairngorms National Parks combined.

Our award-winning 4G network will reach 90% of the UK geographically by 2025 due to the comprehensive work done within the SRN program, increasing it from 88% to date.

Planned geographical Coverage

- England – 94%, only 6% of England will not have 4G coverage.
- Scotland – 85%, only 15% of Scotland will not have 4G coverage.
- Wales – 88%, only 12% of Wales will not have 4G coverage.
- Northern Ireland – 89%, only 11% of Northern Ireland will not have 4G coverage.

By leveraging existing spectrum assets, investing in new and existing sites, partnering on the SRN, and enabling critical communications for the UK's Emergency Services Network, means that the coverage will improve and help current network challenges, if any in rural areas.

In locations where signal is challenging or limited, but the individual has access to Wi-Fi, the FSA end-users can use BT's Wi-Fi Calling to make/receive calls and SMS'. This is free a service. End-

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Users simply attach to a local Wi-Fi network; the device performs as if it connected to the EE mobile network.

Wi-Fi Calling is effectively a replacement to, and more cost-effective solution than, traditional femto-cell solutions. No additional hardware is required other than a compatible device.

If FSA can share challenging post code areas with EE BT, that information can be checked in detail pinpointing the masts closest to the locations and coverage by service in the area.

- EE is the first operator to reach the milestone of building or upgrading 1,500 remote sites across the UK as part of the SRN programme.
- Loch Ness in the Scottish Highlands is the latest rural area to be upgraded with EE's 4G connectivity.

The upgrades that have been delivered as part of the SRN are part of a £1 billion joint initiative between mobile network operators and the UK Government to extend 4G connectivity to 95 percent of the UK's geography by the end of 2025.

Having signed the SRN deal in March 2020, EE has delivered more than 2,000 square miles of additional 4G connectivity to rural areas across each of the four UK nations. EE's 4G network is the biggest and fastest in the UK, covering more than 99 percent of the population. This continued investment in infrastructure marks the latest expansion 4G coverage, reducing 'partial not spots' and providing customers and businesses in remote places across the country with enhanced high-speed mobile connectivity.

High-speed 4G -Highlands

The 1,500th site upgrade strengthens EE's 4G coverage around the iconic Loch Ness in Scotland and nearby villages along the River Moriston. These places are home to hundreds of people and their thriving tourism industries and stunning views of the Scottish Highlands.

The site represents the largest single SRN upgrade EE has delivered to date, with the enhanced connectivity supporting local people and businesses, as well as those working and visiting the area.

Countryside connectivity

EE customers in rural areas have already used the SRN 4G upgrades to download more than 30TB of data, with villages including Tumble in Carmarthenshire, Wales, and Mount in Warleggan, Cornwall proving to be some of the most data-hungry places.

The upgrades are also empowering customers to reliably stay connected to friends, family, and local businesses using voice calls, with Alvechurch in Worcestershire and Glynneath in South Wales generating some of the highest levels of 4G voice traffic across EE's SRN locations.

UK Government Minister for Data and Digital Infrastructure, Julia Lopez, said: "The improved connectivity being delivered by the SRN is transforming countryside communities, boosting productivity, and giving people reliable and fast mobile connectivity wherever they live. It is fantastic to see EE reach such a significant milestone. We look forward to continuing to work together with our industry partners to give rural areas the infrastructure they need in the digital age."

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EE offers a range of data-only and 4/5G broadband solutions tailored to meet the needs of businesses, including those operating in Food Business Operator premises. These solutions are designed to provide reliable, high-speed internet connectivity, ensuring that the FSA local offices can maintain seamless operations.

Remediating poor coverage

The FSA can report any coverage issues to its dedicated Service Centre agent. Diagnostics would be run to see if this was a known event and provided timelines to be resolved.

If the event is not due to a known incident, then one of the following measures will be taken to resolve the coverage gap from the comprehensive list stated after triage.

1. Comprehensive Network Monitoring and Incident Management

- Our network is continuously monitored 24/7, covering each of our 18,000 masts alongside critical CORE components.
- The Technical Operations Centre (TOC) operates 24/7, employing ITIL-based Incident Management processes to swiftly resolve any service interruptions or network outages.
- Events triggering pre-defined thresholds prompt incident escalation, activating our Incident Management process until resolution.

2. Resilient Core Network Infrastructure

- Our core network boasts physical and logical diversity, ensuring maximum resilience.
- Dual physical connections link core sites and equipment, safeguarding against single connectivity failures.
- Capacity management across the network guarantees stability, even during equipment or connectivity issues.

3. Capacity Management and Performance Optimization

- We utilize fault management and performance management tools to proactively address potential issues.
- Our capacity management strategy ensures stability and resilience, even in the face of unexpected challenges.
- Performance metrics, including dropped call rates and 4G/5G usage time, enable us to optimize user experience.

4. Specialized Solutions for Specific Needs

- Our Special Projects Team provides tailored solutions for unique challenges, such as indoor coverage at hospitals or outdoor event coverage.
- Detailed coverage evaluations, based on floor plans and client requirements, inform costed options for solutions ranging from femtocell deployment to bespoke 4G systems.

5. Customer-Facing Network Status Checker

- The Network Status Checker portal offers customers real-time updates on planned maintenance, known issues, and network incidents in their specified areas.
- Proactive notifications of P1/P2 network incidents via Account Managers ensure timely communication with customers.

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6. Spectrum Holdings and Resilience

- As a leader in the industry, we boast the largest spectrum holding in the UK, utilizing a wide range of frequencies (700MHz, 800MHz, 1800MHz, 2100MHz, 2600MHz, 3400MHz & 3600MHz).
- Our diverse spectrum allocation provides resilience against interference from repeaters or encroachment from military radio waves, ensuring uninterrupted service delivery.
- With our extensive spectrum resources, we can optimize network capacity and performance, enhancing coverage and reliability across all locations.

7. Shared Rural Network Initiative

- Participation in the SRN initiative is a cornerstone of our commitment to improving coverage in rural areas.
- Expected timescales for coverage improvements through the SRN initiative are outlined, demonstrating our proactive approach to enhancing connectivity.

8. Proven Track Record

- Evidence of previous projects demonstrates our ability to remediate poor coverage areas within specified timescales.

9. Coverage enhancement solutions.

- Since the launch of WiFi calling in the UK in 2015 the requirement for dedicated booster solutions has very much diminished. WiFi calling over our award-winning EE network provides service and cost savings by negating the need to purchase additional network booster solutions (In-building coverage solution).
- EE do still offer a full range of in-building coverage solutions ranging from easily deployed to full in-building bespoke solutions, BT are happy to discuss with the FSA any requirement for in-building coverage across key locations and what might be most suitable.

10. BT/ EE also provides comprehensive personal solutions to remedy poor coverage areas.

- Signal Booster cell-fi solo – Easily deployed Self Install Solution

Provides connectivity via an external antenna connected to an internal cell-fi solo unit via coax cable, delivering 4G voice and data coverage for small sized offices.

Delivery from receipt of a valid order 2 working days.

Provides approximately 1500 sqm coverage, dependant on configuration and installation environment.

- Nokia 4G Office Signal Assist – Managed Service

Provides connectivity via existing fibre or WAN connectivity, delivering 4G voice and data coverage for medium sized offices. This is a BT managed service including initial desk survey, installation, performance monitoring and maintenance.

Timelines for product delivery:

- Desk based survey 3-5 working days from receipt of required scoping information
- Delivery from receipt of a valid order 10-25 working days

Two versions:

- 4G Office Signal Assist (Supports 16 users)

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- 4G Office Signal Assist Plus (Supports 32 users)

- **Bespoke Signal Solutions**

In-Building Coverage Bespoke Signal Solutions are designed to provide mobile coverage for specific locations to ensure coverage in every part of a building where connectivity is needed.

The product is suitable for critical locations where mobile coverage is compromised by the structure or location of the building. There is no 'one size to fit all' solution and the nature of this is that it constantly evolves to improve performance. With different building structures come unique requirements, different designs and therefore sometimes multiple solutions.

EE's comprehensive in-building mobile coverage solutions have been designed (subject to survey) to overcome a wide range of challenges across sites of all sizes – ensuring the organisations employees and customers are always available, anytime, anywhere, any location.

The solution delivers mobile connectivity via a Distributed Antenna System installed throughout the building with backhaul to the EE mobile network either via supplied dedicated links, with resilience incorporated as required, or utilising a customers' existing link.

If your offices need a more personalised solution, our Bespoke Signal Solutions offer:

- A site survey and design service by specialist EE staff.
- A bespoke service combining off-the-shelf boxes and specific solutions engineered to work together seamlessly to meet your needs
- Access to all our network suppliers' equipment
- Upfront quotes for all transmitters, aerials, and links, so there are no surprises
- 4G/5G solutions that work for all phones, not just smartphones
- A signal wherever people are in the office, so they can talk, text and be online in every nook and cranny of the location
- No charges outside of your normal tariff plan for calls, text, and data

This is a BT managed service including initial desk survey, installation, performance monitoring and maintenance.

Timelines for product delivery for bespoke solutions:

- On-site survey 5-10 working days from receipt of required scoping information and site access.
- Full system design and customer acceptance 10-15 working days.
- Delivery from receipt of a valid order 25-60 working days

Final delivery timetable is subject to any required site agreements with landlords/3rd parties and access to the location.

Costs vary and subject to the location requirement and final design.

- EE can also provide a multi-network SIM solution outside of the core plan provided to allow UK roaming across networks where appropriate.

EE's main solution within the offering to the FSA provides a minimum connection period (MCP) of 30-days. As a very worst-case, EE allow FSA to access to another supplier without penalty for black spots, any connection moved to another supplier would need to be managed by the FSA directly.

EE's data-only and 4/5G broadband solutions, along with their signal boost options, provide comprehensive connectivity solutions for the FSA local offices located in Food Business

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Operator premises. Whether it's through high-speed 4G or ultra-fast 5G broadband, EE ensures reliable and efficient internet access.

Additionally, our signal boost options, including mobile signal boosters and fixed wireless access, address the challenges of poor coverage areas, ensuring seamless connectivity for all users.

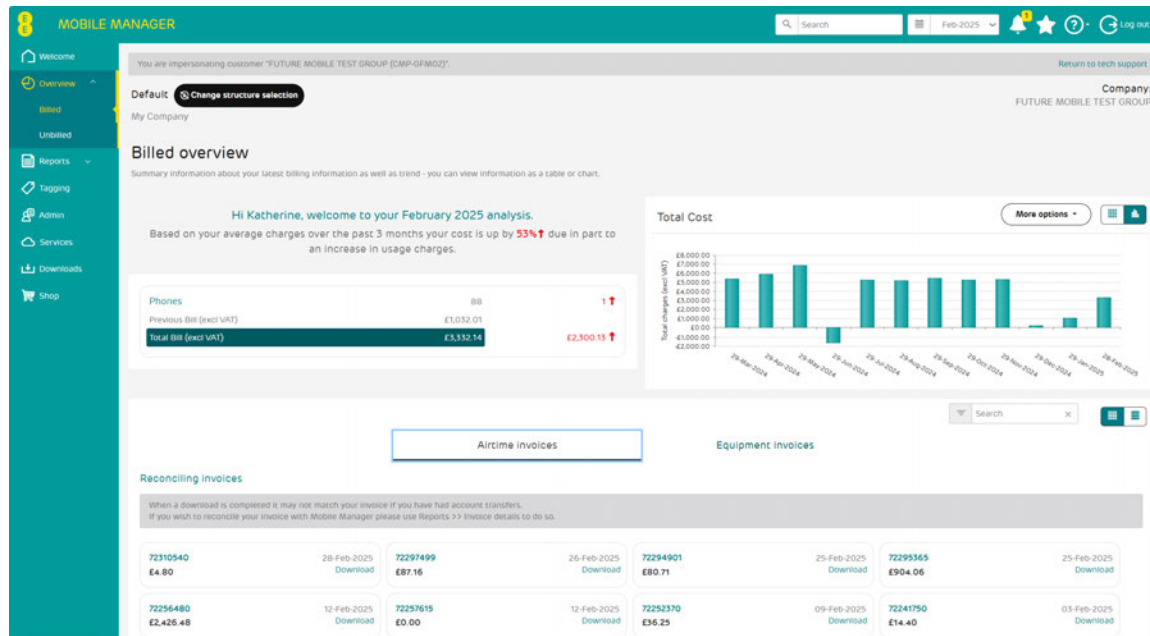
By leveraging EE's advanced technology and extensive network coverage, the FSA can maintain smooth and uninterrupted operations, even in areas with limited network coverage. The combination of high-speed broadband and effective signal boost solutions makes EE a reliable partner for meeting the connectivity needs of the FSA local offices.

4.7	Web Based Portal	Weighting: 5%
<p>Guidance:</p> <p>The FSA are looking for an online service to enable management of the network. This should provide features such as:</p> <ul style="list-style-type: none"> • Dashboard overview of the current Call and Data Usage. • Ability to view and drill down to a granular level to report on usage of individual FSA phone numbers. • Ability to switch off users who have left. • Ability to switch on/off users who require international roaming for a set period, to increase or decrease data allowance and to add or remove Bars to meet business need. 		
<p>Question:</p> <p>Please describe how FSA will have access to an online service and how this can be used to allow FSA to monitor and report on usage, amend individual users' data allowances and terminate leavers' accounts.</p> <p>Response:</p> <p>EE offers a comprehensive online service "Mobile Manager" that can meet the FSA's requirements for managing their estate network. This service is designed to provide a high level of control and visibility over call and data usage, user management, and other essential functions. Below is a detailed description of how EE's online service can be utilized by the FSA to monitor and report on usage, amend individual users' data allowances, and terminate leavers' accounts.</p> <p>Dashboard Overview of Current Call and Data Usage</p> <p>EE's Mobile Manger includes a user-friendly dashboard that provides an overview of current and historic call and data usage.</p> <ul style="list-style-type: none"> • Unbilled usage: The dashboard gives administrators the ability to view call and data usage since your last invoice, allowing the FSA to monitor activity 24/48 hours after it occurs. 		

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- **Customizable Views:** Users can customize the dashboard to display the most relevant metrics for their needs, such as total data usage, number of calls made, and peak usage times.
- **Alerts and Notifications:** The system can be configured to send alerts and notifications for specific events, such as when data usage exceeds a certain threshold.



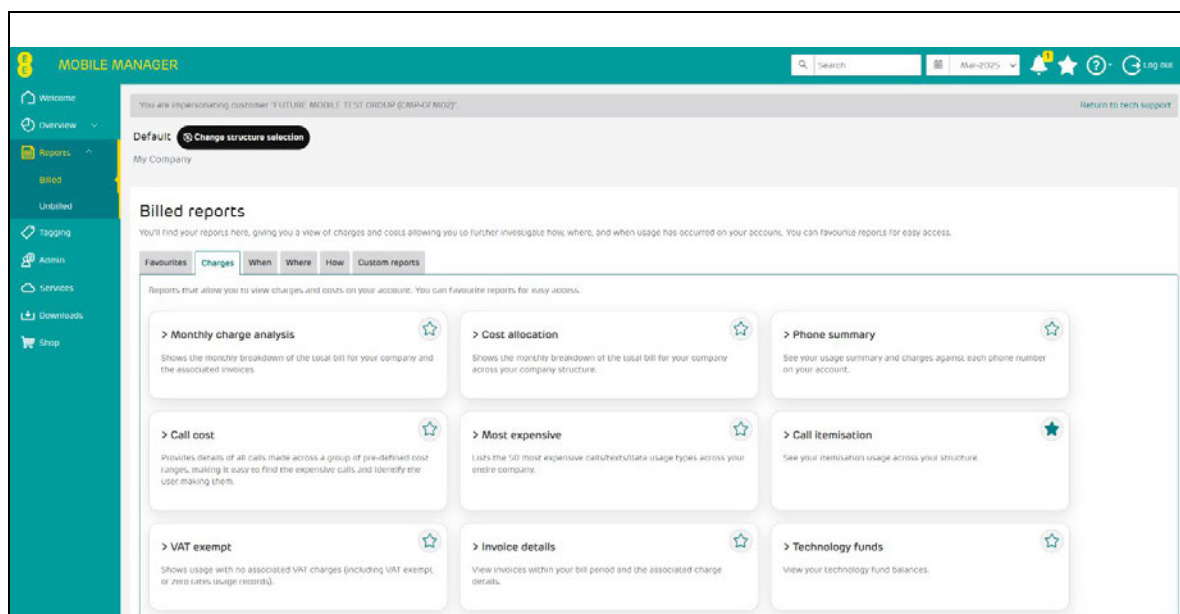
Granular Reporting on Individual FSA Phone Numbers

The ability to drill down to a granular level and report on the usage of individual phone numbers is a critical feature of EE's Mobile Manager. This functionality allows the FSA to:

- **View Detailed Usage Reports:** Users can generate detailed reports that show call and data usage for individual phone numbers. These reports can include information such as the duration of calls, the amount of data used, and the time of usage.
- **Export Data:** The service allows users to export usage data in various formats (e.g., CSV, PDF) for further analysis or record-keeping.
- **Historical Data:** Users can access historical usage data to identify trends and patterns over time.

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User Management: Switching off users that have left

Managing users who have left the organization is straightforward with EE's Mobile Manager. The platform provides tools to:

- **Report based on no activity:** Administrators can run reports to view numbers that have not used any outgoing calls, texts or data over periods defined by FSA
- **Deactivate Accounts:** Administrators can quickly deactivate the accounts of users who have left the organization, ensuring that they no longer have access to the network.
- **Reassign Numbers:** Phone numbers and other resources can be reassigned to new users as needed.
- **Audit Trails:** The system maintains an audit trail of all user management actions, providing a record of who made changes and when.

Structures and Permissions

Mobile Manager will allow the FSA to copy its own organisational structure, for example by entity, cost centre, projects, or user. Permission levels are also set to allow various levels of access and administration rights throughout the entire organisation.

For example, an authorised Administrator will see the full organisational picture, but an entity or cost centre manager will see information based only on the connections they are responsible for. Access to self-service features and online ordering are controlled by Administrators who have access to these features.

Managing International Roaming

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EE's Mobile Manger offers flexible options for managing international roaming, data allowances, and other user-specific settings. Key features include:

- **Enable/Disable International Roaming:** Administrators can enable or disable international roaming for users who require it for a set period. This can be done through the online portal, ensuring that users have the necessary access while traveling.
- **Add/Remove Bars:** Users can have specific bars added or removed from their accounts to control access to certain services, such as premium rate numbers or international calls.

Security and Compliance

EE's Mobile Manager is designed with security and compliance in mind. The platform includes several features to ensure that the FSA's data is protected:

- **Secure Access:** The service uses secure login methods, including multi-factor authentication, to ensure that only authorized users can access the system.
- **Data Encryption:** All data transmitted through the platform is encrypted to protect it from unauthorized access.
- **Compliance:** The service complies with relevant data protection regulations, ensuring that the FSA's data is handled in accordance with legal requirements.

Continuous Improvement and Support

EE is committed to continuous improvement and provides ongoing support to ensure that the FSA can make the most of its online service. This includes:

- **Regular Updates:** The platform is regularly updated with new features and improvements based on user feedback and technological advancements.
- **24/7 Support:** EE offers 24/7 support to help users with any issues they may encounter.

Self-Service Features

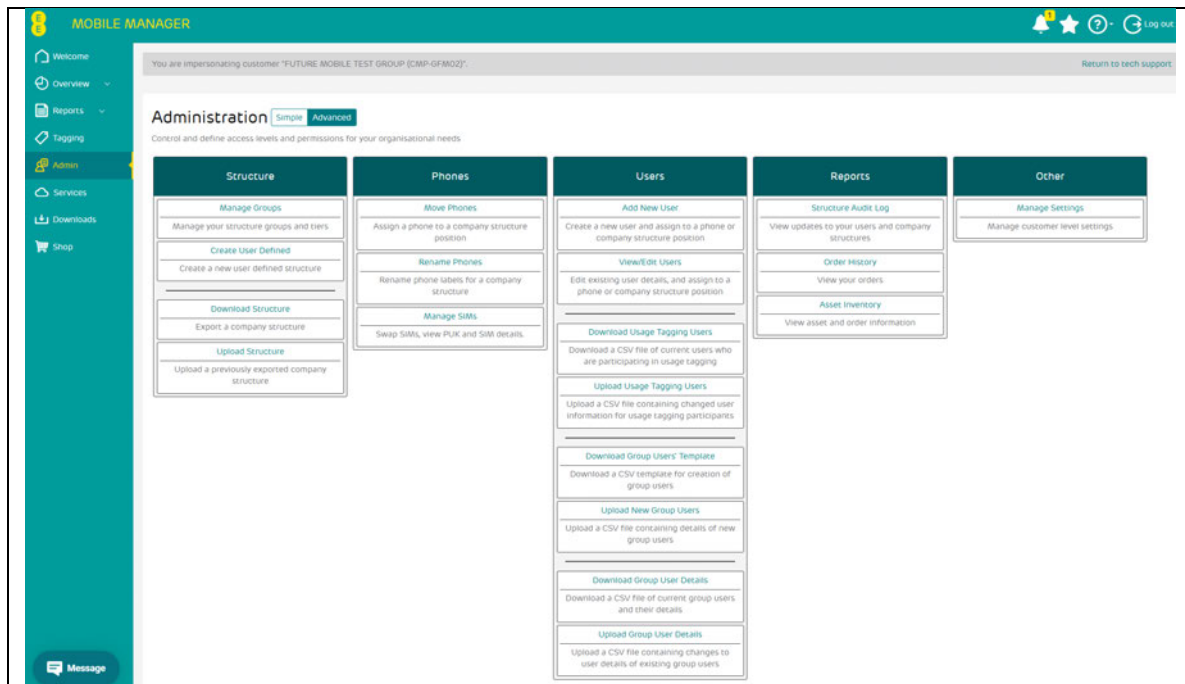
In addition to billing and reporting functionality, Mobile Manager also provides the FSA Administrators with a range of self-service features allowing you to manage the mobile fleet 24/7 without having to call the helpdesk. These features can be found in the admin section of the portal.

Key features include:

- Switch on/off for a device in real-time the following simple services: roaming, IDD, SMS, Voicemail, Premium rate bar, outbound call bar, full call bar, Premium rate call bar, Adult Services
- Activate upgrade and replacement SIMs in real-time
- Bulk purchase (up to 20 devices)
- End user access to tag calls as business or personal
- Obtain PUK codes and update usernames in real-time
- Add, delete, and edit users and manage permissions
- View services status of an individual mobile phone

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Training

The portal has been developed primarily as an easy to use, yet powerful, tool that will enable FSA to self-serve effortlessly, meaning easy adoption of the tool for those users not yet familiar with it. EE will deliver a 1-hour training session to your administrators if required. To further assist, user guides and video tutorials are available to help initial users navigate their way through the system.

EE's Mobile Manger offers a comprehensive solution for the FSA to manage their network effectively. With features such as unbilled alerts, granular reporting, user management, and flexible options for international roaming and data allowances, the platform provides the tools needed to monitor and control usage. Additionally, the service's focus on security, compliance, and continuous improvement ensures that the FSA can rely on it to meet their evolving needs.

By leveraging EE's Mobile Manger, the FSA can achieve greater visibility and control over their network, leading to improved efficiency and cost management. Whether it's monitoring usage, or managing user accounts, EE's platform provides the functionality and support needed to keep the network running smoothly.

Please see attached user guides.



Admin -
Structure.pdf



Admin -
Reports.pdf



Admin - Phones.pdf








Unbilled Usage.pdf



Site navigation,
homepage, and bill

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

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 Reports.pdf	 Online Ordering.pdf	 Getting Started.pdf	 Downloads.pdf	 Digital eSIM.pdf
 Admin - Users.pdf				

4.8	Microsoft Teams Integration	Weighting: 2%
<p>Guidance:</p> <p>The Prospective Provider will work with FSA to integrate the Mobile Network with Microsoft Teams, including implementation of a single contact point/ number when this is technically viable.</p> <p>FSA's preference is for a mobile network that supports Microsoft's Teams Phone Mobile solution.</p>		
<p>Question:</p> <p>Please detail your roadmap for integration with Microsoft Teams Phone Mobile and providing a single contact number for users.</p>		
<p>Response:</p> <p>EE's Roadmap for Integration with Microsoft Teams Phone Mobile and Providing a Single Contact Number for Users</p> <p>BT became the first UK provider to offer Teams Phone Mobile at launch in September 2023. Teams Phone Mobile is a robust unified communication platform that seamlessly integrates Microsoft Teams with native mobile capabilities. Partnering with BT Business and EE, Microsoft Teams Phone Mobile empowers your workforce to collaborate effectively, whether in the office or on the go.</p> <p>Teams Phone Mobile unites users Microsoft Teams and mobile identities, giving users a single number across all their endpoints, a consolidated call history and enhanced Teams based voicemail.</p> <p>Presence integration means that colleagues can now see if users are busy, even when engaged on a mobile call, while calls to Teams Phone Mobile users will ring on both the mobile device and any other Teams Endpoint they are logged into, reducing missed calls and improving the user experience.</p> <p>Users benefit from flexible call handling, allowing the seamless movement of calls between different devices and connectivity. Traditional voice calls can be instantly 'uplifted' to Teams to add video or content sharing, making collaboration quicker and easier than ever.</p> <p><u>Key Features and Benefits</u></p>		

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Assign a single business-provided mobile phone number

- One number for mobile and Teams with just one voicemail box to check and one call history to manage
- Make and receive calls from smartphone native dialler or Teams endpoints
- Switch between mobile and Teams endpoints without dropping calls

Simultaneous ringing in Teams and native mobile dialler

- Call alerts on multiple devices reducing missed calls

Promote mobile voice calls to Teams video/collaboration calls

- Uplift native mobile calls to Teams for greater collaboration by adding others, sharing screens and leveraging the power of video

Presence integration

- Enable status update to “In a call”, even when on a call on the native dialler

Support for business call ID

- User can choose to display either their mobile number OR a chosen company number when making outbound calls

Simplified set-up and admin in Teams Admin Centre

- Set up accounts, re-assign numbers and manage users
- Apply policy and compliance controls
- Manage Teams features like Caller ID, Call Queues & Auto Attendants

Secure and compliant mobile communications

- Implement enterprise-grade business policies that are secure and compliant across mobile devices

Teams Phone Mobile is administered, alongside other Teams voice services, through the Teams Admin Centre which allows admins to allocate mobile numbers to users, configure preferences and apply business security policies and compliance across Teams Phone Mobile enabled mobile devices.

In addition to the core features offered by the Teams Phone mobile service, the network-level integration and unified presence between Teams and mobile now enables mobile users and administrators to benefit from Teams based services that were previously out of reach of the mobile dialler. For example, we can now place mobile users into call queues and auto attendants with confidence, knowing that when calls are presented to these users, they will be truly available, rather than showing as available in Teams while actually engaged in a call on mobile.

This network-level integration also means that Teams not only has visibility of calls made through the Teams client, but also any calls from the mobile native dialler. Consequently, Teams-based features like 3rd party compliance call recording are able to capture calls made from the Teams app, the mobile native dialler, or both in scenarios where calls are moved between the mobile and Teams. For instance, if a user takes a call on their mobile, moves that call into Teams, and then back to mobile again, the Teams-based 3rd party compliance recording service will capture the entire call.

The flexibility and features offered by Teams Phone Mobile will benefit a variety of roles within the Food Standards Agency, particularly those that require mobility, constant communication, and move between different devices, environments and connectivity throughout their working day

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Additionally, Teams Phone Mobile offers the Food Standards Agency the opportunity to reduce hardware costs by minimising the need for traditional desk phones and other telephony hardware. It can lower licensing and usage costs by consolidating communication services, reducing expenses associated with multiple telephony solutions like VoIP and PBX systems.

Managing a single communication platform also streamlines administration, providing a unified interface for administrators and enabling IT staff to implement consistent policies for all voice users. Features such as call queues, auto attendants, and compliance call recording can be managed centrally, enhancing remote work efficiency.

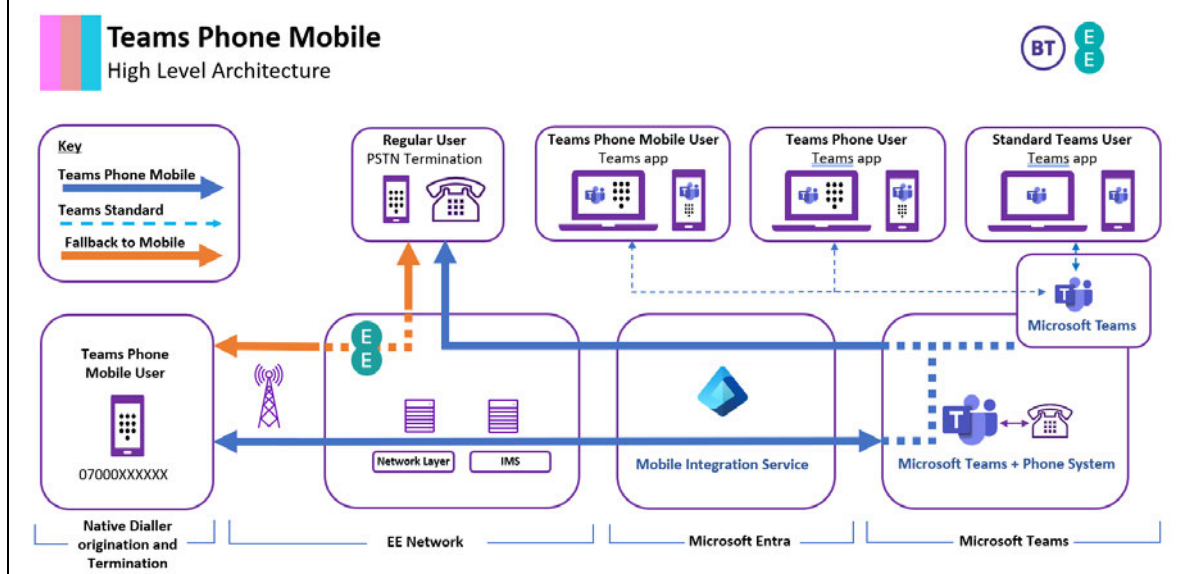
The seamless integration between mobile and Teams allows users to switch between devices without losing context, leading to increased productivity and efficiency. Furthermore, Teams Phone Mobile includes enterprise-grade security and compliance features, reducing the risk of data breaches and compliance violations.

In partnership with BT Business and EE, Teams Phone Mobile offers a comprehensive, secure, and efficient communication solution that empowers the Food Standards Agency's workforce to stay connected and productive, no matter where they are.

Resilience

As of April 1, 2024, Microsoft Teams Voice services, including Calling Plans, Phone System, and PSTN Audio Conferencing, have been updated to a 99.999% uptime SLA (99.999% availability translates to **5.26 minutes** of downtime per year). This "five nines" reliability reflects Microsoft's commitment to providing highly dependable service.

In the event that Teams is unavailable, all voice and SMS traffic will be fulfilled directly from the mobile network using 'Fallback to Mobile' ensuring that there is minimal impact to users. Please note that any calling features enabled through Teams integration will be unavailable during this time. Call routing via through Teams will resume once Teams becomes reachable from the mobile network.



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Deployment and Rollout

Pilot Phase: A pilot phase will be conducted to test the integration in a controlled environment and gather feedback from users. Any issues identified during this phase will be addressed before the full rollout.

Full Rollout: Following the successful completion of the pilot phase, the Teams Phone Mobile will be rolled out to all selected users. BT will provide ongoing support to ensure the system continues to operate smoothly.

Provisioning process

BT/EE will apply the Teams Phone Mobile service to selected subscribers. This will allow BT/EE to publish the mobile phone numbers into the FSA's Teams Admin Centre. The FSA will be required to i) ensure that users have the prerequisite licencing (see below). ii) Allocate mobile numbers to users within the Teams Admin Center.

Once mobile numbers are allocated to users, the service will be fully provisioned.

Pre-requisites

Licences need to be applied to users before the mobile numbers are allocated within the Teams Admin Centre.

The Teams Phone Mobile user must have one of the following Microsoft Licences combinations.

- Microsoft M365 Licence (e.g. E1/E3, A1/A3, F1/F3 or G1/G3) plus Phone System Licence - (1x per Teams Phone Mobile user)

Or

- Microsoft E5, F5 etc. (includes Phone System Licence) - (1x per Teams Phone Mobile user)

BT's roadmap for integrating Microsoft Teams Phone Mobile and providing a single contact number for users is designed to deliver a seamless and unified communication experience. By leveraging its extensive mobile network and strategic partnership with Microsoft, BT aims to enhance mobility, flexibility, and efficiency for the FSA users.

The integration will be implemented in a phased approach, with a focus on ensuring reliability, security, and user satisfaction. Through continuous improvement and innovation, BT will continue to enhance the Microsoft Teams Phone Mobile experience, providing users with the tools they need to stay connected and productive in a mobile-first world.

4.9	Continual Service Improvement	Weighting: 3%
The Potential Supplier will work with FSA to identify opportunities for cost savings and for scale-up/ scale-down approaches to minimise the cost of unused data allowances. .		
<p>Question:</p> <p>Please describe how you could provide a scale-up/ scale-down solution and how you would enable FSA to recoup the cost of unused data allowances over the contract lifecycle.</p> <p>Response:</p>		

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There are several individuals who will be specifically aligned to the FSA contract who all add value to the Account Management function and make up the FSA Account Team. These include:

- Field-Based Account Manager
- Desk-Based Account Manager
- Mobile Lead/Specialist
- Technical Consultant for Mobile

The Account team are responsible for monthly or quarterly contract/commercial reviews, contract performance, discussing new products/services and providing roadmaps for innovation and service improvements.

- **Management Information:** reviewing performance for key elements including service and network.
- **Billing:** including recommendations for tariff optimisation, spend analysis and database changes.
- **Service Issues/Escalations:** including any recommending service improvement and an action tracker for transparency of progress.
- **Continuous Improvement:** maximising benefits and efficiencies throughout the contract lifecycle and reporting zero usage.
- **Commercial Leadership:** executing the new contractual agreement between FSA and BT/EE and working in partnership to ensure the best solution is delivered to meet FSA's requirements and investment.
- **Innovation:** bringing together experts from within our business, providing benefits such as, cost saving technologies, mobile application development and mobile data analysis propositions.
- **Device/Technology updates:** work with stakeholders to deliver new products, services, and innovative technologies to drive efficiencies and cost savings.

The dedicated account team works to optimise the way the FSA account is set up, used, and reported on. EE work with FSA on their mobile policies and check adherence to them, ensuring devices are being used as intended and that the users are getting best value from them, with the right products and services applied for what they need to do.

The EE Account Team will host ad-hoc innovation sessions to support FSA organisational objectives and offer additional value in the following ways:

- **Trusted Advisor to FSA:** EE will work with key FSA stakeholders to help FSA achieve their organisation objectives and goals.
- **Risk and Obligations Management:** EE will collaborate with FSA to understand the organisation's key challenges and priorities to deliver solutions and improvements, while addressing any key concerns.
- **Specialist Advice:** EE will offer advice and recommendations based upon expert knowledge and guidance. Introduce product and technical specialists where required, to provide insights.

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- **Financial Analysis and Insight:** EE will ensure FSA receives maximum value from the contract with EE to provide insights and efficiencies.

BT's Scalable Solution Proposed for FSA - Enabling Cost Recoupment for Unused Allowances and Services

BT has a robust approach to flexibility and scalability which allows BT to dynamically adjust the solution, ensuring that the FSA can scale up or down as needed without incurring unnecessary costs.

In terms of continuous improvement, there are many ways in which BT will support FSA with several of these outlined below:

Dynamic Resource Allocation

By monitoring data consumption in real-time, BT can provide insights into usage patterns and recommend adjustments to data plans. This proactive approach ensures that the FSA only pays for the data it needs, minimising the cost of unused allowances.

Data Analytics and Reporting

BT's advanced data analytics and reporting tools provide detailed insights into data usage. These tools can identify trends and patterns in data consumption, enabling the FSA to make informed decisions about scaling data allowances. By understanding usage patterns, the FSA can optimise data plans to avoid over-provisioning and reduce costs.

Assessment and Planning

BT will work closely with the FSA to assess current data usage and identify opportunities for cost savings. This assessment will involve analysing historical data, understanding usage patterns, and identifying areas where scaling can be optimized.

Continuous Monitoring and Adjustment

BT will implement continuous monitoring and adjustment processes to ensure that data allowances remain aligned with actual usage. Regular reports and analytics will be provided to the FSA, enabling ongoing optimization of data plans.

Training and Support

BT will provide training and support to the FSA's staff to ensure they are equipped to manage and optimise data allowances. This support will include training on using BT's analytics tools, understanding usage reports, and making informed decisions about scaling resources.

To fulfil FSA's mobile data requirements, BT have proposed the flexible and scalable 'Shared Data Plan'. This plan offers each user a shared data pool, whereby data is pooled into a single data allowance to be shared by all users. As per the FSA requirements, this will be set at 2TB. However, if the data usage profile changes and more data is required, BT have the flexibility to increase the data allowance. Similarly, if data usage decreases, the data allowance can be reduced accordingly.

The Shared data plan supports any number of SIM connections. The FSA have set the requirement at 1,500 connections. However, this again can be increased and decreased without penalty, offering both flexibility and scalability. Any connections added during the contract will all end on the same contract end date (co-terminus). Adding New connections and cancelling

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connections can all be easily completed on the customer Mobile Manager portal or by emailing the EE Service Desk.

All data used by The FSA in the UK and in EE's Business Europe Zone is included in the Shared Data Plan. This offers excellent value for money with no additional charges levied for those users working and travelling across the EE Business Europe Zone.

The FSA will have access to EE's latest advanced billing platform. This platform will allow The FSA to access to an array of billing and usage reports. A key feature available for The FSA on their customer Mobile Manager Portal is 'unbilled usage'.

This suite of reporting allows The FSA to view and manage their usage in 'real-time' providing more control and management of the mobile fleet. Administrators may easily track usage with the ability to set up alerts against users who are deemed to be using excessive usage outside of any agreed acceptable usage policies (i.e.20 GB per user).

Furthermore, BT will provide bespoke reporting through the 'Performance Tracker Plus' (PTP) Report will provides detailed analysis – this includes data usage profiling and spend; roaming and call cost analysis; and inactive usage reporting. The reports allow decisions and recommendations to be made. An example of this may be to amend tariffs and data allowances, or to disconnect unused numbers. This can all be facilitated in consultation with your dedicated BT Account Team.

BT's scale-up/scale-down solutions offer a comprehensive approach to managing data allowances efficiently. These solutions will enable the FSA to recoup costs for unused data allowances and optimise savings throughout the contract lifecycle.



A Sample Ltd -
Performance Tracker I

4.10	Contract Management and Reporting	Weighting: 2%
	<p>The Potential Supplier must attend quarterly on-line service review meetings and must provide FSA with monthly service reports. The reports will include:</p> <ol style="list-style-type: none"> 1. Overall data usage and users per network. 2. Threshold monitoring, identifying where data caps have been exceeded or close to exceeding 90% of the allowance. 3. New numbers and SIMS issued. 4. Cancelled numbers and SIMS. 5. Current pooled usage over the lifecycle of the contract. <p>The Potential Supplier must collaborate with the FSA's other third-party suppliers and share appropriate non-commercially sensitive data relating to the services provided.</p>	

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Question:

Please confirm that you will be able to provide FSA with the scheduled service reports required.

How will you ensure your operational collaboration with FSA's other suppliers.

Response:

BT is fully committed to providing the FSA with the scheduled service reports as required. We understand the importance of these reports in maintaining transparency, monitoring performance, and ensuring that the services provided meet the agreed standards. Below, we outline our approach to fulfilling these requirements and ensuring effective operational collaboration with the FSA's other suppliers.

Monthly Service Reports**1. Overall Data Usage and Users per Network:**

- **Data Collection:** We will utilise advanced monitoring and reporting tools to collect comprehensive data on overall usage and the number of users connected to the network. This data will be aggregated and analysed to provide clear insights into network performance and user behaviour.
- **Reporting:** The collected data will be compiled into detailed monthly reports, highlighting key metrics and trends. These reports will be formatted to ensure clarity and ease of understanding for the FSA.

2. Threshold Monitoring:

- **Real-Time Monitoring:** Our systems are equipped with monitoring capabilities to track data usage against predefined thresholds, e.g. 20GB per user per month. Alerts will be generated and sent by SMS when individual usage approaches or exceeds 90% of the allowance.
- **Proactive Management:** In cases where thresholds are exceeded, we will provide detailed explanations and recommendations for managing usage, including potential adjustments to data plans or usage policies.

3. New Numbers and SIMs Issued:

- **Tracking and Reporting:** We will maintain a comprehensive log of all new numbers and SIMs issued each month. This log will be included in the monthly reports, providing a clear record of new activations and their impact on overall network usage.

4. Cancelled Numbers and SIMs:

- **Deactivation Records:** Similar to new activations, we will track and report all cancelled numbers and SIMs. This information will be included in the monthly reports, ensuring that the FSA has a complete view of changes in network usage.

5. Current Pooled Usage:

- **Lifecycle Tracking:** We will monitor pooled usage over the lifecycle of the contract, providing detailed reports on current usage levels and trends. This will help the FSA manage resources effectively and plan for future needs.

As a minimum, the monthly reporting pack will also incorporate the following:

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- Executive Summary and account overview
- Summary Billing Information
- UK Data usage analysis
- EU Data usage analysis
- Data Roaming by Zone
- Voice and SMS usage and cost analysis
- Non-Geographic number analysis
- Directory Enquiry & Premium usage
- Premium Rate SMS
- Product and services summary
- Equipment replacements
- Bars information
- Non-usage/unused analysis

Operational Collaboration with FSA's Other Suppliers

Ensuring effective collaboration with the FSA's other third-party suppliers is a key priority for BT. We recognise that seamless integration and cooperation are essential for delivering high-quality services. Here's how we plan to achieve this:

1. Regular Communication:

- **Coordination Meetings:** We will participate in regular coordination meetings with the FSA and its other suppliers. These meetings will provide a platform for discussing ongoing projects, addressing any issues, and aligning on common goals.
- **Communication Channels:** Dedicated communication channels will be established to facilitate real-time information sharing and collaboration. This includes email, instant messaging, and project management tools.

2. Data Sharing:

- **Non-Commercially Sensitive Data:** We will share appropriate non-commercially sensitive data with the FSA's other suppliers. This data will include network performance metrics, usage statistics, and other relevant information that can help improve overall service delivery.
- **Data Security:** All data sharing will be conducted in compliance with data protection regulations and best practices. We will ensure that shared data is anonymized and secure, protecting the privacy of all users.

3. Joint Problem Solving:

- **Collaborative Approach:** We will adopt a collaborative approach to problem-solving, working closely with the FSA's other suppliers to address any issues that arise. This includes joint troubleshooting sessions, shared action plans, and coordinated responses to incidents.
- **Best Practices:** We will share best practices and lessons learned with the FSA's other suppliers, fostering a culture of continuous improvement and innovation.

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4. Performance Reviews:

- **Quarterly Service Review Meetings:** BT will attend quarterly online service review meetings with the FSA. These meetings will provide an opportunity to review performance, discuss any challenges, and plan for future improvements.
- **Feedback Mechanism:** We will establish a feedback mechanism to gather input from the FSA and its other suppliers. This feedback will be used to refine our processes and enhance collaboration.

5. Availability and Accessibility of Existing Systems:

- **Information Management tools:** BT will ensure that our systems are fully accessible with those of the FSA and its other suppliers. This includes compatibility with existing software, data formats, and communication protocols.
- **Training and Support:** We will provide training and support to the FSA's staff and other suppliers to ensure that they can effectively use our systems and services. This includes user guides, training sessions, and ongoing technical support.

BT is dedicated to meeting the FSA's requirements for monthly service reports and ensuring effective operational collaboration with the FSA's other suppliers. Our approach is based on transparency, proactive management, and a commitment to continuous improvement.

By leveraging advanced monitoring tools, maintaining open communication, and fostering a collaborative environment, we aim to deliver high-quality services that meet the FSA's needs and exceed their expectations. BT looks forward to working closely with the FSA and its other suppliers to achieve our common goals and deliver exceptional service.

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

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Marking Scheme:

Quality Questions will be evaluated as follows:

SCORE	DESCRIPTION FOR SCORE OF EACH CRITERIA
100	Tender fully meets or exceeds the criteria set
80	Tender would require minor modification but almost fully meets the criteria with only a few gaps in the evidence remaining
60	Tender would require some modification but addresses most of the criteria, but may not be detailed enough and/or has several gaps remaining
30	Tender would require significant modification due to significant gaps
0	Tender does not meet the specification or policy

5 Social Value Question

Weighting:10%

Guidance: Social Value

The supplier will be required to demonstrate an organisational commitment to social value and to have policies and procedures in place for providing effective environmental stewardship.

Question:

Please describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome of Effective stewardship of the Environment. Please include:

- your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metrics

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- tools/processes used to gather data
- reporting
- feedback and improvement
- transparency

Please note that your response must apply specifically to the environmental stewardship of this contract and must refer to your own organisation's approach and actions.

Response (Max 1000 words)

Climate Action & Net Zero

Supporting climate action has been a focus for BT for over 30 years as we set our first carbon reduction target in 1992. In 2021 we brought forward the net zero pathway for our operations by 15 years, to the end of March 2031, and set a net zero target for our supplier and customer emissions by the end of March 2041.

We've already cut our carbon emissions intensity and reduced our scope 1 and 2 emissions by 61% since FY17, by maintaining 100% renewable electricity, introducing more electric vehicles to our fleet and decarbonising our buildings.

Additionally, we've cut our supplier carbon emissions by 25% since FY17 by continuing to work with suppliers and supported small businesses to set net zero targets.

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We've helped customers avoid 1,517,299 tonnes of CO₂e (3,777,844 tonnes since 2021) of carbon this year, mainly through full fibre broadband reducing personal or work-related travel. As we develop more products and services, like IoT and AI, we expect this number to grow.

Building towards a circular BT and beyond

We're challenging ourselves to become a circular business by the end of March 2030 and build towards a circular tech ecosystem by the end of March 2040.

We aim to embed circularity across our products, network, and operations to keep materials in use and eliminate waste across our value chain. Please find our plastics policy attached. [BT Group: our approach to plastics](#)

Products & Services

This year, we collected nearly 2.6m devices from consumers and businesses through our returns and take back processes.

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

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Customers returned over 2.36m hubs and set-top boxes. Through our refurbishment process, we reused 71% and recycled the rest and we also began scaling up refurbishment of our business hubs. To extend the lives of our customers' devices, our EE repair service (approved by Apple, Samsung, and Google) fixed 58,000 devices this year (up 94% on FY23).

Operational waste – our networks and estate

We want to put zero waste into landfill by 2030. That means increasing the number of things we reuse and recycle. Globally, we generated 69,000 tonnes of operational waste this year – 14% less than in FY23. Our UK recycling, reuse and recovery rate was 92.1% (90.4% globally).

As part of modernising our network, we continued recovering old or end-of-life network equipment to reuse or recycle, much of which was through our Exchange Clearance Operations programme. This year, we recovered 3,300 tonnes, we've also been 'A' rated on climate by CDP for the past eight years running.

Method statement

If awarded the contract, we'd also want to explore delivering additional environmental benefits with the authority through initiatives such as a joint volunteering day with the Wildlife Trusts, a BT partner, to restore greenspaces.

We'll use our Digital Carbon Calculator (DCC) tool to monitor, track and reduce the emissions generated over the term of the contract. One of the key differentiators of this tool is that carbon footprint data can be provided for services provided by BT, but also by other vendors (i.e. devices managed by 3rd parties) to provide a total carbon footprint estimate of your estate. This is based on agreeing and developing a framework for device vendors to adhere to, in providing sustainability data, based on the ISO14040:44 standard.

For Assurance purposes and throughout the contract, we will use the DCC to provide product and network specific emissions and energy data. One way in which we'll do this is to map the transition from SIM to eSIM to show the emissions reduction that the transformation will deliver.

If we do not have product specific data, we'll use a spend based methodology in line with CDP guidance to work out the emissions generated by the service we provide to you.

Metrics and timed action plan

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

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Based on the above method statement the following metrics will help to track our responsible delivery commitments:

- Summary from staff members on what environmental considerations they have made in the delivery of this contract including travel choices and power usage considerations.
- Summary of any direct or indirect partners used to help deliver the outcomes of this contract proving they are a responsible business.

Timed action plan						
Actions	Year 1		Year 2		Year 3	
	Q1+Q2	Q3+Q4	Q1+Q2	Q3+Q4	Q1+Q2	Q3+Q4
Report sent to the authority		+		+		+
Data gathered		+		+		+
Carbon Calculator data (as requested, report to be produced during SIM to eSIM transition)		+		+		+

Gathering data and reporting

One of our BT account leads will become the social value 'champion' for this delivery and ensure the metrics set are fulfilled and reported back to the customer. They will be assisted by one of our accredited social value leads in BT who will ensure this meets the standards we have set. Data will be gathered by being in regular contact with any delivery stakeholders and surveying them to gather their input which will be summarised into a single report.

This report will be shared with the authority on an annual basis with the second-year report highlighting any further changes made when factoring in lessons learnt from the first year.

Feedback, improvement, and transparency

Feedback is key in social value to ensure we deliver the right value for the customer. This is why we'll ask the authority on any delivery review calls and following us sending the social value report if they have any feedback on our social value plan and what we can do to increase the value we are providing. We will also ask this of any delivery stakeholders. This will ensure we maintain a continuous improvement mindset with our social value delivery.

We'll also commit to always remain transparent with the authority in order to provide a fair assessment of our social value delivery. If there are any shortcomings this will be highlighted on the report with a mitigation plan.

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

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Marking Scheme:

Social Value Questions will be evaluated as follows:

SCORE	DESCRIPTION FOR SCORE OF EACH CRITERIA
100	<p>Excellent: (exceeds all of the Model Award Criteria).</p> <p>The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</p> <ul style="list-style-type: none"> - Very good understanding of the requirements. - Excellent proposals demonstrated through relevant evidence. - Considerable insight into the relevant issues. - The response is also likely to propose additional value in several respects above that expected. - The response addresses the social value policy outcome and also shows in-depth market experience.
80	<p>Very good: (exceeds some of the Award Criteria)</p> <p>The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> - Good understanding of the requirements. - Sufficient competence demonstrated through relevant evidence. - Some insight demonstrated into the relevant issues. - The response addresses the social value policy outcome and also shows good market experience.
60	<p>Good: (meets all of the Award Criteria)</p> <p>The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> - Good understanding of the requirements. - Sufficient competence demonstrated through relevant evidence.
30	<p>Poor: (meets some of the Award Criteria)</p> <p>The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> - There is at least one significant issue needing considerable attention.

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	<ul style="list-style-type: none"> - Proposals do not demonstrate competence or understanding. - The response is light on detail and unconvincing. - The response makes no reference to the applicable sector but shows some general market experience. - The response makes limited reference (naming only) to the social value policy outcome set out within the invitation.
0	Fail: the response completely fails to meet the required standard or does not provide a proposal.

6 PRICE**6.1: Weighting 15%****Guidance:**

On-boarding, Migration and Set-up Cost - To demonstrate that the supplier has a full understanding of any potential onboarding costs

All prices shall be in GBP and exclusive of VAT.

Question: Please provide a breakdown of onboarding costs that your organisation anticipates

Please complete and submit Appendix D – Commercial Template

6.2: Weighting 10%

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<p>Guidance:</p> <p>Staff Profile A Costs - To ensure that FSA have a full understanding of potential costs, this supplier must provide monthly cost.</p> <p>All prices shall be in GBP and exclusive of VAT.</p>	
<p>Question:</p> <p>Using the metrics supplied, provide your monthly costs.</p>	<p>Please complete and submit Appendix D – Commercial Template</p>

6.3: Weighting 5%	
<p>Guidance:</p> <p>Staff Profile B Costs - To ensure that FSA have a full understanding of potential costs, this supplier must provide monthly cost.</p> <p>All prices shall be in GBP and exclusive of VAT.</p>	
<p>Question:</p> <p>Using the metrics supplied, provide your monthly costs.</p>	<p>Please complete and submit Appendix D – Commercial Template</p>

Evaluation of the Price**Price will be evaluated as follows:**

Total charges: 30%

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The supplier with the lowest total charges will be awarded the maximum price score of 30%.

All other suppliers will get a price score relative to the lowest total charges tendered.

The calculation we will use to calculate your score is as follows:

$$\text{Price score} = \text{lowest total charges} / \text{supplier's total charges} \times 100.$$

Your score will then be multiplied by the weighting we have applied to this aspect of the commercial evaluation (30%) to provide a weighted score for total charges.

Supplier price score

Your price score will be multiplied by the weighting we have applied to the price aspect of the evaluation 30% to calculate your weighted price score.

The calculation we will use to calculate your weighted price score is as follows:

$$\text{Weighted price score} = \text{supplier price score} \times 30\%$$

Assumptions RM6261 – Food Standards Agency

1. Order form and Schedules will be as laid out, if the Buyer should require any further schedules to be added the Supplier reserves the right to amend pricing.
2. In the event there is inadequate coverage at any Site for which the Buyer places an Order, the Supplier will assess the coverage that it can provide. If a survey shows that there is inadequate coverage the Supplier will advise the Buyer of a timeline roadmap of where enhancements and improvements are due to be delivered. In addition, the Supplier will also look at other solutions to satisfy the Buyer's requirements, such as provision of a 3rd party access solution to give the Buyer access to other MNO networks or access to a roaming SIM. The Supplier will agree the most appropriate solution with the Buyer. Additional Charges may

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

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be incurred to provide alternative services depending on the solution required to address any coverage issues.

3. The Supplier may subcontract some or all of the delivery of Services to EE Ltd and will assign the benefit of the Order to EE Ltd in respect of ordering, provision, maintenance and/or invoicing and payment for the Services.
4. We note that the Short Form security requirements as set out in Call-Off Schedule 9 (Security) shall apply and that the Supplier's normal security processes, standards and security management plan will apply accordingly, including the Supplier's standard BCDR plan as per Schedule 8 (BCDR) Option 1 Part A.
5. There is no Specially Written Software or New IPR applicable to the Services. Software provided under the Call-Off Contract will be COTS Software and the Buyer will not copy, decompile, modify or reverse engineer any Software, or let anyone else do that, unless it is allowed by law, or the Supplier has given the Buyer permission in writing. Notice in relation to new releases of Software used by the Supplier as part of the Service are not required.
6. The Start Date for the Service will be 60 days after the Effective Date unless otherwise agreed between the Buyer and the Supplier. Any changes to the Buyer's tariff will take effect from the next billing date provided the change is agreed by the Parties more than 10 Working Days prior to that date. Where changes are agreed less than 10 Working Days prior to that date the Charges will take effect from the following billing date.
7. For the purposes of Call Off Schedule 8 (BCDR) Part C, clause 1.1 we can confirm we are not a Public Sector Dependent Supplier as defined within the schedule definitions.
8. We note that there are no Milestone Payments applicable to this project.
9. The Buyer has no compatibility requirements in relation to the Services and the Parties agree that the Buyer has no interface requirements for the purposes of any Software to be used by the Supplier in the delivery of the Services. The Buyer does not require any notice in relation to any new releases of Software of which the Supplier may choose to make use.
10. A quality plan is not required and will not apply to the provision of the Services.
11. Given the volume and scope of the Services, the Buyer has confirmed it will rely on CCS benchmarking as a whole rather than request an in-depth analysis specific to this Order. Our commercial offer reflects this approach.
12. If the Buyer requires the Supplier to adopt more favourable commercial terms for the supply of any items during the Term, the proposed alternative shall not detract from contract performance or have a material adverse impact on the Supplier.
13. The Supplier has made no provision in the Charges for TUPE. In the event of any TUPE transfer additional charges may apply.
14. Should the Buyer require the Supplier to comply with the Buyer's Environmental or any other Policy, not made available prior to the Supplier's Offer, it shall provide a copy of such policy in advance of the commencement of the Services. The Supplier shall have the opportunity to review the policy and vary the Call-Off Contract Charges and the Services set out in the Offer to the extent required to comply with such policy.

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

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15. Call-Off Schedule 1 (Transparency Reports) will be revised to reflect the Supplier's reporting capabilities as outlined in its tender response.
16. While the Supplier largely accepts the requirements as set out in Call-Off Schedule 14 (Service Levels), it is unable to measure against the following and require that Call-Off Schedule 14 is revised accordingly:
 - Activity and performance of the service on mobile or Buyer owned systems;
 - Abandon calls.
 - Email acknowledgement
 - Email resolution.

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

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Draft for Joint Schedule 11 (Processing Data)**Authorised Processing****Annex 1: a) Processing Personal Data – Contract Administration**

- The contact details of the Relevant Authority's Data Protection Officer are recorded in the Call-Off Order Form.
- The contact details of the Supplier's Data Protection Officer are recorded in the Call-Off Order Form
- The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>Business contact details of Supplier Personnel for which the Supplier is the Controller,</p> <p>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</p>
Duration of the Processing	Up to six (6) Months after the expiry or termination of the Call Off Contract (including any Termination Assistance Period, where applicable).
Nature and purposes of the Processing	<p>In respect of the Supplier Personal Data, CCS may collect, collate, share, evaluate, use, store, replicate, and otherwise Process the Personal Data (subject to the terms of the Contract) to enable it to administer the Contract and fulfil tasks in the public interest and as required by law.</p> <p>This may include:</p> <ul style="list-style-type: none"> • Inviting the Supplier Staff to contract management workshops and events; • Complying with requirements under the Contract to contract named individuals; • establishing the Supplier's compliance with the procurement process and the Contract; and • including Personal Data within reports. <p>In respect of the Relevant Authority's Personal Data over which the Supplier shall act as a Controller, the Supplier may: collect, collate, share, evaluate, use, store, replicate, and otherwise Process the Personal Data (subject to the terms of the Contract) to enable it to administer and fulfil its obligations under the Contract.</p> <p>This may include:</p> <ul style="list-style-type: none"> • administering, tracking and fulfilling Orders for the Services;

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

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	<ul style="list-style-type: none"> • implementing all or any of the Services; • managing and protecting the security and resilience of any Supplier Equipment, the Supplier System and/or the Services; • managing, tracking and resolving Incidents associated with the Services as set out in the Call Off Contract; • administering access to online portals relating to the Services; and • compiling, dispatching and managing the payment of invoices. <p>The Supplier and its suppliers, including any Sub-processors of the Supplier and its suppliers, may from time to time use back office support and system functions which are located or can be accessed by users from outside of the UK and/or the European Economic Area. The Buyer consents to the disclosure and transfer of Government Data, including Personal Data, as set out above in order to provide the Services.</p> <p>The Supplier will inform the Buyer of intended changes to its Sub-processors from time to time, either by providing the Buyer with online access to intended changes or by such other means as the Supplier may determine. If the Buyer does not object to the proposed change within 30 days' of this notice, the Buyer will be deemed to have authorised the use of the new Sub-processors.</p> <p>Due to the nature of the Services, Government Data will not be backed-up by the Supplier.</p>
Type of Personal Data	Individuals' names, job titles, email addresses, organisational name, work phone numbers. To the extent relevant and supplied during the procurement process, details of any relevant convictions.
Categories of Data Subject	Relevant Authority Staff and Supplier Staff.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	For the duration of the Contract and 7 years after.

Annex 1: b) Processing Personal Data – the Service

Description	Details
Identity of Controller for each Category of Personal Data	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.
Duration of the Processing	For as long as the Supplier provides the Services and for as long as the Supplier may be required to Process the Personal Data in accordance with Law.

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

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Nature and purposes of the Processing	<p>The Services provide the Buyer with a mobile wireless communications service.</p> <p>The Supplier processes any information that is generated by the User's use of voice mail, voice recording, text messaging features and web browsing. Given that recordings can be made and stored, any type of Personal Data could be captured or provided inadvertently by the User. Any access to the content of such communications by the Supplier is strictly in accordance with Law.</p> <p>The Supplier and its suppliers, including any Sub-processors of the Supplier and its suppliers, may from time to time use back office support and system functions which are located or can be accessed by users from outside of the UK and/or the European Economic Area. The Buyer consents to the disclosure and transfer of Government Data, including Personal Data, as set out above in order to provide the Services.</p> <p>The Supplier will inform the Buyer of intended changes to its Sub-processors from time to time, either by providing the Buyer with online access to intended changes or by such other means as the Supplier may determine. If the Buyer does not object to the proposed change within 30 days' of this notice, the Buyer will be deemed to have authorised the use of the new Sub-processors.</p> <p>Due to the nature of the Services, Government Data will not be backed-up by the Supplier.</p>
Type of Personal Data	<ul style="list-style-type: none"> • name; • gender; • date of birth; • email address; • address; • telephone number; • associated persons; • contact notes from calls; • contact records; • family and friends' telephone numbers; • Personal Data traffic and communications records; and • recordings, including mobile voice and text message. <p>This list is not exhaustive as the Buyer will specify what Buyer Personal Data is processed.</p>
Categories of Data Subject	<ul style="list-style-type: none"> • Users • Third party participants in voice calls or text messages to and from Users
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under law to preserve that type of data for a different duration</p>	<p>All relevant data to be deleted six (6) Months after the expiry or termination of the Call-Off Contract (including any Termination Assistance Period, where applicable) unless longer retention is required by Law or the terms of the Call-Off Contract.</p>

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

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4. Social Value Envelope Section

The supplier will be required to demonstrate an organisational commitment to social value and to have policies and procedures in place for providing effective environmental stewardship.

Question:

Please describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome of Effective stewardship of the Environment.

Please include:

- your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
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Please note that your response must apply specifically to the environmental stewardship of this contract and must refer to your own organisation's approach and actions.

Response (Max 1000 words)

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Operational waste – our networks and estate

Framework Ref: RM6261

Project Version: v2.1

Model Version: v3.8

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

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We want to put zero waste into landfill by 2030. That means increasing the number of things we reuse and recycle. Globally, we generated 69,000 tonnes of operational waste this year – 14% less than in FY23. Our UK recycling, reuse and recovery rate was 92.1% (90.4% globally).

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Metrics and timed action plan

Based on the above method statement the following metrics will help to track our responsible delivery commitments:

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Summary from staff members on what environmental considerations they have made in the delivery of this contract including travel choices and power usage considerations.

Summary of any direct or indirect partners used to help deliver the outcomes of this contract proving they are a responsible business.

Timed action plan						
Actions	Year 1		Year 2		Year 3	
	Q1+Q2	Q3+Q4	Q1+Q2	Q3+Q4	Q1+Q2	Q3+Q4
Report sent to the authority		+		+		+
Data gathered		+		+		+
Carbon Calculator data (as requested, report to be produced during SIM to eSIM transition)		+		+		+

Gathering data and reporting

One of our BT account leads will become the social value 'champion' for this delivery and ensure the metrics set are fulfilled and reported back to the customer. They will be assisted by one of our accredited social value leads in BT who will ensure this meets the standards we have set. Data will be gathered by being in regular contact with any delivery stakeholders and surveying them to gather their input which will be summarised into a single report.

This report will be shared with the authority on an annual basis with the second-year report highlighting any further changes made when factoring in lessons learnt from the first year.

Feedback, improvement, and transparency

Feedback is key in social value to ensure we deliver the right value for the customer. This is why we'll ask the authority on any delivery review calls and following us sending the social value report if they have any feedback on our social value plan and what we can do to increase the value we are providing. We will also ask this of any delivery stakeholders. This will ensure we maintain a continuous improvement mindset with our social value delivery. We'll also commit to always remain transparent with the authority in order to provide a fair assessment of our social value delivery. If there are any shortcomings this will be highlighted on the report with a mitigation plan.

Call-Off Schedule 5 (Pricing Details)

Fixed Service Pricing List

Q6.5. Please provide the pricing list for the list of service listed below.

Weighting - N/A%

Fixed Cost - To ensure that FSA have a full understanding of potential costs.

1. *Journal of the American Medical Association*, 2000; 283: 2689-2693.

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

1. Definitions

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

“Annual Revenue”	means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology: (a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and (b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;
“Appropriate Authority” or “Appropriate Authorities”	means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
“Associates”	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly,

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	between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"BCDR Plan"	<p>a plan which details the processes and arrangements that the Supplier shall follow to:</p> <ul style="list-style-type: none"> (a) ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and (b) the recovery of the Deliverables in the event of a Disaster;
"Business Continuity Plan"	has the meaning given to it in Paragraph 1.3.2 of Part B of this Schedule;
"Class 1 Transaction"	has the meaning set out in the listing rules issued by the UK Listing Authority;
"Control"	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Corporate Change Event"	<p>means:</p> <ul style="list-style-type: none"> (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier; (b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables; (c) any change to the business of the Supplier or any member of the Supplier

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	<p>Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;</p> <p>(d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;</p> <p>(e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;</p> <p>(f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;</p> <p>(g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</p> <p>(h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;</p> <p>(i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part</p>
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	<p>of the undertaking or assets of any member of the Supplier Group; and/or</p> <p>(j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;</p>
“Critical National Infrastructure”	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <p>(a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</p> <p>(b) significant impact on the national security, national defence, or the functioning of the UK;</p>
“Critical Service Contract”	<p>a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract;</p>
“CRP Information”	<p>means, together, the:</p> <p>Group Structure Information and Resolution Commentary; and</p> <p>UK Public Sector and CNI Contract Information;</p>
“Dependent Parent Undertaking”	<p>means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading,</p>

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	managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 1.3.3 of Part B of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Group Structure Information and Resolution Commentary"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 1 to Part C;
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Public Sector Dependent Supplier"	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of Part B of this Schedule; and
"Standard BCDR Plan"	means the Supplier's standard BCDR Plan;

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

Part A: BCDR Plan – Short Form

Unless otherwise specified in this Schedule, this Part A shall apply only to Call-Off Contracts which have been awarded via Direct Award in accordance with Framework Schedule 7 (Call-Off Contract Award Procedure).

1. BCDR PLAN

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.2 Promptly (and in any event within 30 days) after the Start Date, the Supplier shall provide to the Buyer its Standard BCDR Plan.

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- 1.3 The Supplier shall ensure at all times that its Standard BCDR Plan conforms with Good Industry Practice.
- 1.4 The Supplier may from time to time during the Contract Period review, update, and/or test its Standard BCDR Plan. The Supplier shall ensure that any use by it or any Subcontractor of "live" Buyer Data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 1.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test of its Standard BCDR Plan, provide to the Buyer a report setting out:
 - 1.5.1 the outcome of the test;
 - 1.5.2 any failures in the Standard BCDR Plan (including the Standard BCDR Plan's procedures) revealed by the test; and
 - 1.5.3 the Supplier's proposals for remedying any such failures.
- 1.6 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke its Standard BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the Standard BCDR Plan only with the prior consent of the Buyer.
- 1.7 To the extent the Standard BCDR Plan contains processes, procedures, and/or other content which is designed to permit the continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier, the Standard BCDR Plan shall be invoked by the Supplier:
 - where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or
 - where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

Part B: BCDR Plan – Long Form (NOT APPLICABLE)**1. BCDR Plan**

- 1.1 Option 1: The Parties shall comply with the terms set out in **Part A** of this Schedule.
- 1.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a BCDR Plan.
- 1.3 The BCDR Plan shall be divided into four sections:
 - 1.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

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- 1.3.2 Section 2 which shall relate to business continuity (the "Business Continuity Plan");
 - 1.3.3 Section 3 which shall relate to disaster recovery (the "Disaster Recovery Plan"); and
 - 1.3.4 Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the "Insolvency Continuity Plan").
- 1.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.5 To the extent the Supplier fails to supply its BCDR Plan in compliance with paragraph 1.2, the Buyer may at its discretion require the Supplier to promptly provide its Standard BCDR Plan and comply with the provisions of Part A of this Schedule until the Supplier provides its BCDR Plan. Exercise by the Buyer of its rights under this paragraph 1.5 shall not prevent and/or restrict the Buyer from exercising its other rights and remedies under this Contract, and shall not relieve the Supplier of its obligations under this Part B.]
- 2. General Principles of the BCDR Plan (Section 1)**
- 2.1 Section 1 of the BCDR Plan shall:
- 2.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 2.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 2.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 2.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any Related Supplier(s) in each case as notified to the Supplier by the Buyer from time to time;
 - 2.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 2.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

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- (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 2.1.7 provide for documentation of processes, including business processes, and procedures;
- 2.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 2.1.9 identify the procedures for reverting to "normal service";
- 2.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 2.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
- 2.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans;
- 2.1.13 set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;
- 2.1.14 contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
- 2.1.15 detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time.
- 2.2 The BCDR Plan shall be designed so as to ensure that:
 - 2.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 2.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 2.2.4 it details a process for the management of disaster recovery testing.

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- 2.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 2.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PIs) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

3. Business Continuity (Section 2)

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

4. Disaster Recovery (Section 3)

- 4.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 4.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 4.2.1 loss of access to the Buyer Premises;
 - 4.2.2 loss of utilities to the Buyer Premises;

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- 4.2.3 loss of the Supplier's helpdesk or CAFM system;
- 4.2.4 loss of a Subcontractor;
- 4.2.5 emergency notification and escalation process;
- 4.2.6 contact lists;
- 4.2.7 staff training and awareness;
- 4.2.8 BCDR Plan testing;
- 4.2.9 post implementation review process;
- 4.2.10 any applicable Performance Indicators (PIs) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PIs) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 4.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 4.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 4.2.13 testing and management arrangements.

5. Insolvency Continuity Plan (Section 4)

- 5.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Insolvency Continuity Plan shall include the following:
 - 5.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Staff, Key Subcontractor personnel and Supplier Group member personnel;
 - 5.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
 - 5.2.3 plans to manage and mitigate identified risks;
 - 5.2.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;

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- 5.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
- 5.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8 of Part B; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of Part B of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 of Part B shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "Review Report") setting out the Supplier's proposals (the "Supplier's Proposals") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree the Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be

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at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

7.1 The Supplier shall test the BCDR Plan:

7.1.1 regularly and in any event not less than once in every Contract Year;

7.1.2 in the event of any major reconfiguration of the Deliverables

7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

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

7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

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

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

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Supplier's proposals for remedying any such failures.

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

8. Invoking the BCDR Plan

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

8.2 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:

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- 8.2.1 where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or
- 8.2.2 where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

9. Circumstances beyond your control

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

10. Amendments to this Schedule in respect of Bronze Contracts

- 10.1 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following provisions of this Call-Off Schedule 8, shall be disapplied in respect of that Contract:
 - 10.1.1 Paragraph 1.3.4 of Part B so that the BCDR plan shall only be required to be split into the three sections detailed in paragraphs 1.3.1 to 1.3.3 of Part B inclusive;
 - 10.1.2 Paragraphs 2.1.13 to 2.1.15 of Part B, inclusive;
 - 10.1.3 Paragraph 5 (Insolvency Continuity Plan) of Part B;
 - 10.1.4 Paragraph 8.2 of Part B; and
 - 10.1.5 The entirety of Part C of this Schedule.
- 10.2 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following definitions in Paragraph 1 of Part B of this Call-Off Schedule 8, shall be deemed to be deleted:
 - 10.2.1 Annual Review;
 - 10.2.2 Appropriate Authority or Appropriate Authorities;
 - 10.2.3 Associates;
 - 10.2.4 Class 1 Transaction;
 - 10.2.5 Control;
 - 10.2.6 Corporate Change Event;
 - 10.2.7 Critical National Infrastructure;
 - 10.2.8 Critical Service Contract;
 - 10.2.9 CRP Information;
 - 10.2.10 Dependent Parent Undertaking;
 - 10.2.11 Group Structure Information and Resolution Commentary;
 - 10.2.12 Parent Undertaking;
 - 10.2.13 Public Sector Dependent Supplier;

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- 10.2.14 Subsidiary Undertaking;
- 10.2.15 Supplier Group;
- 10.2.16 UK Public Sector Business; and
- 10.2.17 UK Public Sector/CNI Contract Information.]

Part C: Corporate Resolution Planning (NOT APPLICABLE)

This Part C shall apply to all Call-Off Contracts.

1. Service Status and Supplier Status

1.1 This Contract is not a Critical Service Contract.

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

Provision of Corporate Resolution Planning Information

Paragraphs 2 to 4 of this Part C shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part C or the Supplier is or becomes a Public Sector Dependent Supplier.

Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part C:

where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Effective Date; and

except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.

The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part C:

is full, comprehensive, accurate and up to date;

is split into two parts:

Group Structure Information and Resolution Commentary;

UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcingplaybook> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);

incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;

provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK

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Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and

complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.

Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part C, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.

If the Appropriate Authority or Appropriate Authorities rejects the CRP Information:

the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and

the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 2.3 to 2.5 of this Part C shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 34 of the Core Terms at any time.

Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 2.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 of this Part C if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.

An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part C if:

the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued

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and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.

If the Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8.3 of this Part C its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:

within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part C) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Joint Schedule 7 (Financial Distress) (if applicable);

within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 2.10 of this Part C;

within 30 days of the date that:

the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10 of this Part C; or

none of the credit rating agencies specified at Paragraph 2.10 of this Part C hold a public credit rating for the Supplier or any of its Parent Undertakings; and

in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:

updated CRP Information has been provided under any of Paragraphs 2.8.1 2.8.2 or 2.8.3 of this Part C since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8.4 of this Part C; or

unless not required pursuant to Paragraph 2.10 of this Part C.

Where the Supplier is a Public Sector Dependent Supplier and the Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8.1 to 2.8.4 of this Part C, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

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

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Aa3 or better from Moody's;

AA- or better from Standard and Poors;

AA- or better from Fitch,

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

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

Termination Rights

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

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

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

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

Confidentiality and usage of CRP Information

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

Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier

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containing terms no less stringent than those placed on the Buyer under paragraph 4.1 of this Part C and Clause 15 of the Core Terms.

The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 2 of this Part C subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part C, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

- redacting only those parts of the information which are subject to such obligations of confidentiality;

- providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:

- summarising the information;

- grouping the information;

- anonymising the information; and

- presenting the information in general terms

The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

Appendix 1: Group structure information and resolution commentary **(NOT APPLICABLE)**

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

Appendix 2: UK Public Sector / CNI Contract Information (NOT APPLICABLE)

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

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

Definitions

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

"Breach of Security"	<p>the occurrence of:</p> <p>a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government</p>
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	<p>Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

Complying with security requirements and updates to them

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

The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

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Security Standards

The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

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

is in accordance with the Law and this Contract;

as a minimum demonstrates Good Industry Practice;

meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

The references to standards, guidance and policies contained or set out in Paragraph 3.2 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.

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

Security Management Plan**Introduction**

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

Content of the Security Management Plan

The Security Management Plan shall:

comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

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- be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the 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 Deliverables comply with the provisions of this Contract;
- 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 Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

Development of the Security Management Plan

Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, 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 Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer 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 from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

The Buyer 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 Buyer to Approve the Security Management Plan on the

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grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 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 Schedule.

Amendment of the Security Management Plan

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

- emerging changes in Good Industry Practice;
- any change or proposed change to the Deliverables and/or associated processes;
- where necessary in accordance with paragraph 2.2, any change to the Security Policy;
- any new perceived or changed security threats; and
- any reasonable change in requirements requested by the Buyer.

The Supplier shall provide the Buyer 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 Buyer. The results of the review shall include, without limitation:

- suggested improvements to the effectiveness of the Security Management Plan;
- updates to the risk assessments; and
- suggested improvements in measuring the effectiveness of controls.

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 Buyer or otherwise) shall be subject to the Variation Procedure.

The Buyer may, acting reasonably, 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.

Security breach

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

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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:

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

minimise the extent of actual or potential harm caused by any Breach of Security;

remedy such Breach of Security to the extent possible and protect the integrity of the Buyer 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;

prevent an equivalent breach in the future exploiting the same cause failure; and

as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

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 (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Part B: Long Form Security Requirements (NOT APPLICABLE)

1. Definitions

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

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

2. Security Requirements

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- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
 - 2.3.1 [insert security representative of the Buyer]
 - 2.3.2 [insert security representative of the Supplier]
- 2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Buyer acknowledges that;
 - 3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and

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- 3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4 The ISMS shall:
- 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
 - 3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
 - 3.4.3 at all times provide a level of security which:
 - a) is in accordance with the Law and this Contract;
 - b) complies with the Baseline Security Requirements;
 - c) as a minimum demonstrates Good Industry Practice;
 - d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
 - f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)
 - g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)
 - h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
 - 3.4.4 document the security incident management processes and incident response plans;
 - 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a

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process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

- 4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2 The Security Management Plan shall:
- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
- 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;

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

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

5. Amendment of the ISMS and Security Management Plan

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 5.1.3 any new perceived or changed security threats;
 - 5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
 - 5.1.5 any new perceived or changed security threats; and
 - 5.1.6 any reasonable change in requirement requested by the Buyer.
- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 5.2.1 suggested improvements to the effectiveness of the ISMS;
 - 5.2.2 updates to the risk assessments;
 - 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 5.2.4 suggested improvements in measuring the effectiveness of controls.
- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to

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Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

- 5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6. Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this

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Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. Complying with the ISMS

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

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet

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the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

- d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

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

9. Vulnerabilities and fixing them

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

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

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

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

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

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

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

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

Part B – Annex 1:

Baseline security requirements (NOT APPLICABLE)

Handling Classified information

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

End user devices

Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

Data Processing, Storage, Management and Destruction

The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.

The Supplier shall agree to any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).

The Supplier shall:

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

Ensuring secure communications

The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, in accordance with good industry practice.

The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

Security by design

The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

Security of Supplier Staff

Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.

The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

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

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

Restricting and monitoring access

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

Audit

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

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

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

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

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

Part B – Annex 2 - Security Management Plan

The Supplier's Framework Security Management Plan will form part of this contract.

• Call-Off Schedule 11 (Installation Works)

• When this Schedule should be used

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

• How things must be installed

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

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits (in respect of Lot 2, Lot 3 and Lot 4 Deliverables only) specified in the Annexes to Part A of this Schedule and/or any Order Form being

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	payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annexes to Part A of this Schedule and in any Order Form; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annexes to Part A of this Schedule or the Order Form (as applicable).

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle CCS and the Buyer to the rights set out in Part A of this Schedule. The Supplier further acknowledges that those rights in respect of any Service Level Failure will include, where agreed in an Order Form in respect of Lot 2, Lot 3 and/or Lot 4 Deliverables, Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to: (i) CCS in respect of the Service Levels for Lot 1; and (ii) the Buyer in respect of the Lot 2, 3 & 4 Service Levels in accordance with the provisions of Part B (Performance Monitoring) of this Schedule, detailing the level of service which was achieved.
- 2.4 Where Service Credits have been agreed, a Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or

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- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, CCS or the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's or Buyers' business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
 - 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),
- provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

Service Levels

If the level of performance of the Supplier:

is likely to or fails to meet any Service Level Performance Measure; or

is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify: (i) the CCS Authorised Representative in writing in relation to any failure in respect of Lot 1 Service Levels; or (ii) the Buyer in writing in relation to any failure in respect of Lot 2, 3 or 4 Service Levels. CCS or the Buyer (as applicable), in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact of the failure and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

Service Credits (applicable to Lot 2, Lot 3 and Lot 4 only)

The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in the Annexes to Part A of this Schedule and as otherwise agreed in the Order Form.

Annex A to Part A: Service Levels for Lot 1

Service Levels					
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Failure	Service Level Threshold	Measurement (Business Hours/ Operational)
Availability of Coverage	Coverage		99%	99.5%	Operational Hours
LTE Accessibility LTE Retainability Call Set Up Success Rate LTE data download LTE data upload	Performance		99% 99% 99% 5 1	99.5% 99.5% 99.5% 10 4	Operational Hours
Availability of Self Service Portal	Availability	For Self Service Portal the Supplier shall be allowed to request a maximum of 8 hrs Service Downtime for Permitted Maintenance in any one Service Period which shall take place between 20:00 and 06:00 hr			Operational Hours
Call answered within 20 seconds Calls abandoned Acknowledgement of email enquiries, including billing Resolution of email enquiries, including billing	Customer Services	At all times Within 24 hours Within 24 hours of receipt Within 5 working days of receipt	75% >10 85% 90%	80% >5 90% 95%	Business Hours

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Incident Management Fix Times	Service Management				
Priority One		4 hours	90%	95%	Operational Hours
Priority Two		8 hours	85%	90%	Business Hours
Priority Three		3 working days	85%	90%	
Priority Four		5 working days	85%	90%	
Incident Management Response Times					
Priority One		15 mins	90%	95%	
Priority Two		30 mins	85%	90%	
Priority Three		1 hour	80%	85%	
Priority Four		8 hours	75%	80%	

Definitions:

Coverage: Availability is Cell Site Availability offering access to the Mobile Communications (total no. of hours not operational / total no. of hours x 100%)

Agreement at call off level can include reduced areas of interest e.g. region rather than national and/or inclusion of specific areas of interest

LTE Accessibility: Availability to access the LTE network/bearer

LTE Retainability: Availability of remaining to be connected to the LTE network/bearer

Call Setup Success Rate: Ability to set up a call with a normal closure code

LTE Data Download: Average Download

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Incident Management Fix Times, Priority One: Total loss of service impacting a customer (greater than 80% of Users from accessing the Service) where a wider network issue is impacting the majority (>80%) of the suppliers customers

Incident Management Fix Times, Priority Two: Total loss or partial loss of service impacting a customer (greater than 50% of Users from accessing the Service) where a wider network issue is impacting many (>50%) of the suppliers customers, and or loss of coverage at a key strategic location (as agreed between the parties)

Incident Management Fix Times, Priority Three: Loss or partial loss of service which has a substantial impact on a customer ability to carry out its duties, and impacting more than 10% of Users

Incident Management Fix Times, Priority Four: Partial loss or restriction of services which has moderate impact on the Customer to carry out its duties, and impacting less than 10% of Users

Annex B to Part A: Service Levels for Lot 2 (NOT APPLICABLE – ANNEX A APPLIES)

The Buyer may specify Service Levels in respect of Lot 2 Deliverables in the Order Form.

Where: (i) a Buyer does not specify Service Levels in an Order Form in respect of Lot 2 Deliverables; and (ii) the Lot 2 Deliverables are the same or substantially similar to the Lot 1 Deliverables, those Service Levels set out in Annex A to Part A of this Schedule will apply to those Lot 2 Deliverables.

Service Levels				Service Credit for each Service Period	Publishable KPI
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		
[Accurate and timely billing of Buyer	Accuracy /Timelines	at least 98% at all times	[]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	[Yes/No]
Access to Buyer support	Availability	at least 98% at all times	[]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	[Yes/No]

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The Service Credits shall be calculated on the basis of the following formula:

[Example:

Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)	=	x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
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Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]
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Annex C to Part A: Service Levels for Lot 3 (NOT APPLICABLE)

Service Levels			
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	How the Service Level is Measured
When importing and storing Buyer Data from the Buyer and/or the Buyer's telecoms / technology Third Party Providers, the Supplier shall ensure that Security risks are controlled and any Security Breaches reported and remediated to the Authority and the Buyer within 72 hours	Information Security	99.90%	Supplier Performance Reviews & Buyer satisfaction survey feedback
The Supplier shall ensure that all agreed outputs including but not limited to proposals, reports, guidance are provided to the Buyer in line with the frequency and within the budget specified by the Buyer	Service Deliverables	99.00%	Supplier Performance Reviews & Buyer satisfaction survey feedback
The Supplier shall ensure that the Deliverables in each Call Off Contract are delivered in accordance with the statement of requirements and to the satisfaction of the Buyer	Customer Satisfaction	98.00%	Supplier Performance Reviews & Buyer satisfaction survey feedback
Where required by the Buyer, the Supplier shall adhere to the Benchmarking requirements set out in Call Off Schedule 16: Benchmarking	Value for Money	99.00%	Supplier Performance Reviews & Buyer satisfaction survey feedback

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Service Levels				Service Credit for each Service Period	Publishable KPI
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		
[Accurate and timely billing of Buyer	Accuracy /Timelines	at least 98% at all times	[]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	[Yes/No]
Access to Buyer support	Availability	at least 98% at all times	[]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	[Yes/No]

The Service Credits shall be calculated on the basis of the following formula:

[Example:

Formula: $x\% \text{ (Service Level Performance Measure)} - x\% \text{ (actual Service Level performance)}$ = $x\% \text{ of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer}$

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period) = 23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]

Annex D to Part A: Service Levels for Lot 4 **(NOT APPLICABLE)**

Service Levels			
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	How the Service Level is Measured
The Supplier shall ensure that sufficiently skilled, knowledgeable and experienced resources are available at all times in accordance with Framework Schedule 1: Specification and/or Call Off Schedule 20: Specification to provide the specified Deliverables to the Buyer within the agreed timeframe	Availability of skilled resource	99%	Supplier Performance Reviews & Buyer satisfaction survey feedback
The Supplier shall ensure that all agreed outputs including but not limited to proposals, advice, reports, guidance are provided to the Buyer in line with the frequency and within the budget specified by the Buyer	Service Deliverables	99%	Supplier Performance Reviews & Buyer satisfaction survey feedback
The Supplier shall ensure that the Deliverables in each Call Off Contract are delivered in accordance with the statement of requirements and to the satisfaction of the Buyer	Customer Satisfaction	98%	Supplier Performance Reviews & Buyer satisfaction survey feedback
The Supplier will ensure that knowledge is captured and transferred to the Buyer prior to concluding the engagement to enhance Buyer capability	Knowledge Transfer	99%	Contract Close Out Review & Buyer satisfaction survey feedback

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Service Levels			
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	How the Service Level is Measured
Where required by the Buyer, the Supplier shall adhere to the Benchmarking requirements set out in Call Off Schedule 16: Benchmarking	Value for money	99%	Supplier Performance Reviews & Buyer satisfaction survey feedback

Service Levels				Service Credit for each Service Period	Publishable KPI
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		
Accurate and timely billing of Buyer	Accuracy /Timelines	at least 98% at all times	[]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	[Yes/No]
Access to Buyer support	Availability	at least 98% at all times	[]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	[Yes/No]

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The Service Credits shall be calculated on the basis of the following formula:

[Example:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance)	=	$x\%$ of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]

Part B: Performance Monitoring **(NOT APPLICABLE – ANNEX A APPLIES AND REPORTING BACK TO CCS)**

Performance Monitoring and Performance Review

Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

a summary of all failures to achieve Service Levels that occurred during that Service Period;

details of any Critical Service Level Failures;

for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

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

such other details as the Buyer may reasonably require from time to time.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

be attended by the Supplier's Representative and the Buyer's Representative; and

be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

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The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Call-Off Schedule 16 (Benchmarking)

DEFINITIONS

In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size

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	to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

When you should use this Schedule

The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.

This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

Amounts payable under this Schedule shall not fall with the definition of a Cost.

Benchmarking**How benchmarking works**

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

The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.

The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

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The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.

Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

Benchmarking Process

The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

- a proposed cost and timetable for the Benchmark Review;
- a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
- a description of how the benchmarker will scope and identify the Comparison Group.

The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

Once it has received the Approval of the draft plan, the benchmarker shall:

- finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

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market intelligence;

the benchmarker's own data and experience;

relevant published information; and

pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

using the Equivalent Data, calculate the Upper Quartile;

determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);

exchange rates;

any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

Benchmarking Report

For the purposes of this Schedule "Benchmarking Report" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;

if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and

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include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 of the Core Terms (Changing the contract).

Call-Off Schedule 20 (Call-Off Specification)

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

Please refer to Annex B - Invitation to Tender document in Call Off Schedule 4.

RM6261 Call-Off Schedule 24 (Supplier-Furnished Terms)

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PART 1A: Non-COTS Third Party Software

Terms for licensing of non-COTS third party software in accordance with Call-Off Schedule 6 Paragraph 9.2.3 are detailed in Annex 1.

PART 1B: COTS Software

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 9.3 are detailed in Annex 2.

Annex 1: Non-COTS third party software licence terms (NOT APPLICABLE)

Annex 2: COTS software licence terms

The Supplier grants to the Buyer a non-transferable and non-exclusive licence to use Supplier's Existing IPRs and Third Party IPRs for the Service Period and only for the purposes and in the manner set out in the Call-Off Contract. The Buyer will comply with any third-party terms that the Supplier will make known to the Buyer that apply to the use of the Software or Service.

There is no Specially Written Software or New IPR applicable to the Service. Software provided under the Call-Off Contract will be COTS Software and the Buyer will not copy, decompile, modify or reverse engineer any Software, or let anyone else do that, unless it is allowed by law, or the Supplier has given the Buyer permission in writing.

The Buyer has no compatibility requirements in relation to the Services and the Parties agree that the Buyer has no interface requirements for the purposes of any Software to be used by the Supplier in the delivery of the Services. The Buyer does not require any notice in relation to any new releases of Software of which the Supplier may choose to make use.

A quality plan is not required and will not apply to the provision of the Services.

Unified Endpoint Management (UEM) – JAMF Supplier Furnished Terms

<https://resources.jamf.com/documents/jamf-SLASA.pdf>

Ivanti UK Limited trading as Ivanti End User Licence Agreement can be

found at <https://www.ivanti.com/company/legal/eula>;

Ivanti UK Limited trading as Ivanti software as a service (SaaS) Terms of Use can be found

at <https://www.ivanti.com/company/legal/saas>

Samsung Knox End User Licence Agreement can be found at

<https://www.samsungknox.com/en/eula>

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