

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

Order Form

CALL-OFF REFERENCE:	CCZP20A03
THE BUYER:	Cabinet Office on behalf of Civil Service HR (CSHR)
BUYER ADDRESS	151 Buckingham Palace Road, London, SW1W 9SZ
THE SUPPLIER:	Ernst & Young LLP
SUPPLIER ADDRESS:	1 More London Place, London, SE1 2AF
REGISTRATION NUMBER:	OC300001
DUNS NUMBER:	221768935
SID4GOV ID:	REDACTED

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 2nd October 2020.

It's issued under the Framework Contract with the reference number **RM6145** for the provision of Learning and Development.

CALL-OFF LOT(S):
Lot 6

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) **RM6145**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6145**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee) – **NOT USED**
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **CCZP20A03**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call-Off Tender)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 A (Security) for CSHR
 - Call-Off Schedule 9 B (Security) for all other contracts – **NOT USED**
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms) – **NOT USED**
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law) – **NOT USED**
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law) – **NOT USED**
 - Call-off Schedule 22 (Lease Terms)

● **APPENDIX 1 – COLLABORATION AGREEMENT**

4. CCS Core Terms (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6145
6. 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.

In addition to the Call-Off Contract, the Parties are entering into a separate Collaboration Agreement as set out at Appendix 1.

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:

Special Term 1

The following wording shall replace Call-off Schedule 9a, Part 1, Annex 21, clauses 8.3 and 8.4 respectively:

8.3 Each Party shall be entitled to retain one copy of the Disclosing Party's information to the extent required to comply with Applicable Law and professional or regulatory requirements.

8.4 EY will take all reasonable steps to destroy or delete permanently any other copies of the Clients Personal Data and any other Client Confidential Information in EY's or its Sub-Processor's (including but not limited to its or their personnel's) possession or control (including without limitation backup copies, except for copies retained in the ordinary course of business by EY's automated data backup systems).

Special Term 2

The following is included as an additional clause to the Core terms.

Proportional Liability

If the Supplier is liable to a Buyer (or to any others for whom Services are provided) under this Call Off Contract or otherwise in connection with the Services, for loss or damage to which any other third parties have also contributed, the Supplier's liability to that Buyer shall be several, and not joint, with such other third parties, and shall be limited to its fair share of that total loss or damage, based on its contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible third parties imposed or agreed at any time shall affect any assessment of the Supplier's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible third parties or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

Special Term 3

The following is included as an additional clause to the Core terms. The definitions from Special Term 5 shall apply.

Sole Recourse

The Buyer shall not, for any breach of contract under this Call-Off Contract relating to the Services, make any claim or bring any proceedings against any other EY Firm, EY Persons, or any Subcontractor of the Supplier. The Supplier shall be liable to the Buyer under this Call-Off Contract for the conduct of the EY Firms, EY Persons and the Supplier's Subcontractors in the performance of the Services. The Buyer shall only make claims and bring proceedings for breaches of contract under this Call-Off Contract against the Supplier.

Special Term 4

The following is included as an additional clause to the Core terms.

New definition – Supplier Professional Conflict means any Supplier conflict of interest which relates to its audit functions or any circumstances which may place the Supplier in breach of its professional or regulatory obligations with regards to audit independence

Supplier Professional Conflict

1. The Supplier acknowledges and agrees the importance of the Services to the Authority and/or End User. The Parties acknowledge that:

1.1 if a Supplier Professional Conflict arises before the Supplier accepts a Product Order; or

1.2 if a Supplier Professional Conflict arises during a Product Order

the Supplier will not be able to comply with its obligations under this Agreement.

2. Accordingly, the Supplier shall:

2.1 Keep under regular review the Services and use reasonable endeavours to identify potential aspects of the Service which could be subject to a Supplier Professional Conflict;

2.2 Maintain a risk register detailing the risk of Supplier Professional Conflict in relation to the Services including:

a. the nature of the risk;

b. the Services that might be affected;

c. the likely impact to those Services on the End User and the Authority if a Supplier Profession Conflict was to occur;

d. details of how those risks can be mitigated; and

- e. measures to be put in place to reduce the likelihood of the risk (such risk register to be made available to the Authority on request).
- 2.3 Implement measures (including without limitation, technical, organisational and administrative measures) as is reasonably necessary to minimise the risk of Supplier Professional Conflict arising in relation to the Services;
- 2.4 Promptly notify the Authority in writing as soon as it becomes aware or suspects that a Supplier Professional Conflict will occur along with full details of the conflict, the likely impact on the Services, the Supplier's proposals to manage and mitigate the conflict; and where the Supplier proposes termination under Clause 2.6 of this Special Term, the reasons setting out why the Supplier is unable and/or unwilling to put in place mitigating measures to remove or reduce the conflict to acceptable levels;
- 2.5 In the event of unavoidable Supplier Professional Conflict and as soon as is reasonably practicable, use reasonable endeavours to offer alternative options to the Authority and/or End User to enable the Authority and/or End User to receive the particular services required (where possible).
- 2.6 In the event of Supplier Professional Conflict which falls under Clause 2.5 of this Special Term and provided the Supplier has provided proper notification under Clause 2.4 of this Special Term:
- a. the Supplier may, at its own expense, terminate with three (3) months written notice:
 - i. those elements of the Services which, if not terminated, would cause the Supplier Professional Conflict and cause it to be in breach of its regulatory framework; or
 - ii. the Call-Off Contract but only where all Services need to be terminated in their entirety to avoid Supplier Professional Conflict which arises due to assignment or novation by the Authority to another body which causes the Supplier to be in breach of its regulatory framework;
 - b. the Authority and/or End User has the right to explore alternative options for the required Learning services without recourse from the Supplier; and
 - c. where the Supplier proposes termination of part of the Services pursuant to Clause 2.6.a.i of this Special Term, the Authority shall have the right to immediately terminate with written notice any other element of the Service or the entire Call-Off Contract.

Special Term 5

The following is included as an additional clause to the Core terms.

Data Processing

Notwithstanding the terms of clauses 14 and 15.3 of the Core Terms, and subject always to applicable law, the Supplier may provide information provided by or on behalf of the Buyer ("Client Information") to other members of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity, the Supplier's or other EY Firms' subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons") and external service providers of the Supplier, other EY Firms, or EY Persons ("Service Providers") who may collect, use, transfer, store or otherwise process it (collectively

"Process") in various jurisdictions in which they operate; solely to the extent that provision of the information is strictly necessary for

- 1) the provision of the Services;
- 2) complying with regulatory, and legal obligations to which the Supplier is subject;
- 3) compliance with professional obligations in relation to conflicts of interest;
- 4) risk management and quality reviews;
- 5) preparation of Supplier and Supplier Group accounts; and
- 6) the use and operation of the Supplier's standard information technology tools and systems to deliver the Service and where transfer of the information cannot be reasonably avoided due to the way those systems have been set up;

(collectively "Processing Purposes").

The Supplier shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on its behalf.

For the Processing Purposes referred to above (and only to extent that such Processing Purposes requires the Processing of any personal data contained in the Client Information), the Supplier and other EY Firms, EY Persons and Service Providers may Process such Client Information relating to identified or identifiable natural persons ("Personal Data") in various jurisdictions in which they operate (EY office locations are listed at www.ey.com). The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at www.ey.com/bcr). The Supplier will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations including (without limitation) the Data Protection Act 2018 and with its coming into force, the EU General Data Protection Regulation 2016/679 and any legislative instrument, law or regulation that may supersede or amend it. The Supplier will require any Service Provider that Processes Personal Data on its behalf to adhere to such requirements. For Services where the Supplier acts as processor processing Personal Data on behalf of CCS or the Buyer, the Supplier shall comply with the terms set out in the Contracts.

The Buyer warrants, to the extent relevant, that it has the authority to provide Personal Data to the Supplier in connection with the performance of the Services and may be used by the Supplier as provided for in this Call Off Contract and that any Personal Data provided to the Supplier has been Processed in accordance with applicable law.

Special Term 6

The following is included as an additional clause to the Core terms.

Record Keeping and Reporting

1. Subject to Clause 3 of this Special Term, the Buyer shall provide at least 14 Working Days' notice to the Supplier before an Audit is conducted pursuant to Clause 6 in the Core Terms of the Call-Off Contract; and the Buyer shall not conduct such an Audit more than once in any 12 month period.
2. Any Audit pursuant to Clause 6 of the Core Terms of this Call-Off Contract shall be conducted under the supervision of the Supplier and subject to the Supplier's obligations of confidentiality to other persons in relation to any confidential information which is subject to the Audit.
3. Clause 1 of this Special Term shall not apply where the Audit is being instigated by a regulatory body or authority other than the Buyer or where the Audit is being instigated for suspected: fraud, security failure(s) or Default.

Special Term 7

The following is included as a new definition to Joint Schedule 1:

Definition of Wilful Misconduct

"Wilful Misconduct" means acting or omitting to act, in breach of a duty owed to CCS or the Buyer in circumstances where the person so acting or omitting to act on behalf of the Supplier is aware that so acting or omitting to act would be a breach of duty (or the person is reckless in doing so) and that there is a significant risk that the breach of duty could cause substantial harm to the interests of CCS or the Buyer, but nevertheless the person proceeds without lawful justification to commit such a breach of duty in deliberate disregard for those interests.

Special Term 8

The following IPR provisions will replace Clause 9 of the Core Terms.

New Definitions:

"Approved Sub-Licensee)	<p>means any of the following:</p> <ul style="list-style-type: none">a) a Central Government Body;b) any third party providing goods and/or services to a Central Government Body; <p>and/or</p> <p>any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had</p>
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	<p>been performed and/or carried on by the Buyer;</p>
<p>“Buyer Data”</p>	<p>means:</p> <p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Buyer’s and End User’s Confidential Information, and which:</p> <p>i) are supplied to the Supplier by or on behalf of the Buyer and/or End User; or</p> <p>ii) the Supplier is required to generate, process, store or transmit pursuant to this Call-Off Contract; or</p> <p>iii) any Personal Data for which the Buyer and/or End User is the Data Controller;</p>
<p>“Crown IPR”</p>	<p>means any IPR which is owned by the Crown;</p>
<p>“Collaboration Agreement”</p>	<p>means the collaboration agreement that the Supplier is required to enter into as a condition precedent to this Call-Off Contract;</p>

“Custom Licence”	means a licence in accordance with Clause 9.4.6;
“Default IPR Position”	means the obligation on the Supplier to offer and/or procure the licences set out at Clauses 9.4 and 9.7;
“End User”	means a user authorised by the Authority who accesses the Learning Services;
“Exceptional IPR Process”	means the process for agreeing alternative IPR arrangements as set out at Clause 9.12;
“LOM” or “Learning Operating Model”	means the operating model which is developed in accordance with the Collaboration Agreement;
“New IPR Item”	means a deliverable, document, product or other item within which New IPRs subsist;
“Operational Services”	means the operational learning services which are to be delivered following successful implementation and transition to the new operating model at the go-live date;
“Open Source”	means computer software, computer program, and any other material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open source licence;

“Open Source Publication Material”	means items created pursuant to the Call-Off Contract which the Buyer may wish to publish as Open Source;
“Product”	a good and/or service that is offered by a Framework Supplier as a product under the Framework Agreement;
“Product Existing IPR”	means Existing IPR in a specific packaged and commoditised product that is offered to the market;
“Product Order Procedure”	means the process for ordering Products as set out in the LOM;
“Supplier Enhanced Licence”	means an enhanced licence to be offered by the Supplier as set out under Clause 9.4.5
“Supplier Standard Licence”	means a standard licence to be offered by the Supplier as set out under Clause 9.4.3

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Exceptional IPR Process

9.1.1 The provisions of this Clause 9 are all subject to the provisions of the Exceptional IPR Process, which allow the Parties, on an exceptional case by case basis, to allocate ownership or agree licencing arrangements of the New IPRs and/or any other Existing IPR on terms that differ from the Default IPR Position set out in this Clause 9.

9.2 Allocation of title to IPR

9.2.1 Save as expressly granted elsewhere under this Call Off Contract:

(a) the Buyer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:

- (i) the Supplier Existing IPR; and
- (ii) the Third Party IPR.

(b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Buyer or its licensors, including the:

- (i) Buyer Existing IPR; and
- (ii) New IPRs.

9.2.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 9.2.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

9.2.3 Neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services, nor shall a Party make any announcements or statements in relation to any of its products or services that it is endorsed, sanctioned or otherwise approved by the other (except to the extent permitted under the Framework Agreement where the Supplier is offering its products and services as a Framework Supplier) without the other Party's prior written consent.

9.2.4 Unless the Buyer otherwise agrees in advance in writing (and subject to Clause 9.11.4):

- (a) New IPR Items shall be created in a format, or able to be converted into a format, which is:
 - (i) suitable for publication by the Buyer as Open Source; and
 - (ii) based on Open Standards (where applicable);
- (b) where the New IPR Items are written in a format that requires conversion before publication as Open Source or before complying with Open Standards, the Supplier shall also provide the converted format to the Buyer.

9.2.5 Where the Buyer has replaced the original Clause 9 from the Core Terms with this Clause 9, references to the Buyer's Existing IPRs includes Crown IPRs and any Existing IPRs which are owned and/or licensed to an End User.

9.3 Assignments granted by the Supplier: New IPR

9.3.1 The Supplier hereby assigns to the Buyer with full guarantee (or shall procure from the first owner the assignment to the Buyer), title to and all rights and interest in the New IPRs. The assignment under this Clause 9.3.1 shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant New IPRs.

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

9.3.3 Subject to Clause 9.7, to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the New IPRs, the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit any Supplier Existing IPRs or Third Party IPRs that are embedded in or which are an integral part of the New IPR Items.

9.4 Licences granted by the Supplier: Supplier Existing IPR

General Supplier Existing IPRs

9.4.1 The Supplier hereby grants to the Buyer a royalty-free, transferable, and irrevocable licence to any Supplier Existing IPR (except the Product Existing IPR), which is reasonably required by the Buyer to enable it to use and receive the Goods and/or Services (or substantially equivalent goods and/or services where the Buyer is reliant on the Supplier Existing IPR for continuity of service following exit or termination of this Agreement) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function.

Product Existing IPRs

9.4.2 Where the Buyer orders specific learning Products which contain Supplier Existing IPRs from the Supplier as part of the Goods and/or Services, the Supplier shall offer the Buyer and the Buyer may request from the Supplier, the options of a Standard Licence, Enhanced Licence or a Custom Licence to govern the Buyer's use of that Product.

Supplier Standard Licence

9.4.3 The Standard Licence offered by the Supplier or requested by the Buyer pursuant to Clause 9.4.2 shall enable the Buyer and/or any End User of the Product to use the Supplier Existing IPRs in the Product on a royalty-free, irrevocable and non-exclusive basis until the Expiry Date or Termination of this Call-Off Contract (whichever is the earlier, but subject to any extension of the licence reasonably required to enable the Buyer and/or End User to continue to

use the Product where the Supplier's delivery of Goods and/or Services extends beyond such date).

9.4.4 At any time during the Call Off Contract Period, the Supplier may terminate a Standard Licence granted in respect of the Supplier Existing IPR under Clause 9.4.3 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if the Buyer materially breaches the terms of the Standard Licence which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

Supplier Enhanced Licence

9.4.5 The Enhanced Licence offered by the Supplier or requested by the Buyer pursuant to Clause 9.4.2 shall enable the Buyer and/or any End User of the Product to use the Supplier Existing IPRs in the Product on a royalty-free, irrevocable, perpetual and non-exclusive basis and shall include the right for the Buyer to use the Supplier Existing IPRs as an integral part of any other product, training or other learning service which is supplied by the Buyer (or an Approved Sub-Licensee) to the public sector.

Supplier Custom Licence

9.4.6 The Buyer may make a request as part of the Product Order Procedure to purchase a custom licence with bespoke terms from the Supplier in relation to Supplier Existing IPRs in Products; as agreed between the Buyer and the Supplier and in accordance with the Product Order Procedure.

9.5 Buyer's right to sub-license Supplier licences

9.5.1 The Buyer may sub-license:

- (a) the rights granted under the Supplier Standard Licence and the Enhanced Supplier Licence to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
 - (i) the sub-licence is on terms no broader than those granted to the Buyer (and in relation to a Supplier Standard Licence, the sub-licence is reasonably necessary and only to the extent required to ensure continuity of service to the Buyer during any period of exit and transition to the Replacement Supplier); and
 - (ii) the third party has entered into a confidentiality undertaking with the Buyer.
- (b) the rights granted under the Supplier Standard Licence and Enhanced Supplier Licence to any Approved Sub-Licensee to the extent

necessary to use and/or obtain the benefit of any New IPR provided that the sub-licence is on terms no broader than those granted to the Buyer.

9.6 Buyer's right to assign/novate Supplier licences

9.6.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the Supplier Standard Licence and/or the Supplier Enhanced Licence to any Central Government Body; and/or any body (including private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

9.6.2 Where the Buyer and/or an End User of a Product is a Central Government Body, any change in the legal status of the Buyer and/or End User which means that it ceases to be a Central Government Body shall not affect the validity of any Supplier Standard Licence or Supplier Enhanced Licence. If the Buyer and/or End User ceases to be a Central Government Body, the successor body to the Buyer and/or End User shall still be entitled to the benefit of the Supplier Standard Licence and/or the Supplier Enhanced Licence.

9.6.3 If a Supplier Standard Licence or Supplier Enhanced Licence is novated under Clauses 9.6.1 or there is a change of the Buyer's status pursuant to Clause 9.6.2 (both such bodies being referred to as the "Transferee"), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Buyer.

9.7 Third Party IPR

9.7.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR which the Supplier uses in the delivery of the Goods and/or Services and which is reasonably required by the Buyer in order to make use of those Goods and/or Services (but excluding any Third Party Product Existing IPRs), grants a licence that is equivalent to that granted by the Supplier under Clause 9.4.1.

9.7.2 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR in a Product that is ordered by an End User, grant a direct licence to the Buyer on terms at least equivalent to either the Supplier Standard Licence or the Supplier Enhanced Licence (and the Buyer shall in its sole discretion be entitled to select which licence it requires) with the same rights to sub-licence and transfer/novate those licences as set out at Clauses 9.5 and 9.6. If the Supplier cannot obtain for the Buyer a licence in that is equivalent with these terms in respect of any such Third Party IPR, the Supplier shall:

- (a) notify the Buyer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative providers which the Supplier could seek to use; and

- (b) only use such Third Party IPR if the Buyer approves the terms of the licence from the relevant third party.

9.7.3 The Buyer may make a request as part of the Product Order Procedure to purchase a custom licence with bespoke terms from the Third Party in relation to Third Party IPRs in Products; as agreed between the Buyer and the Supplier and in accordance with the Product Order Procedure.

9.7.4 Without prejudice to any other right or remedy of the Buyer, if the Supplier becomes aware at any time, including after termination and/or the Call Off Expiry Date, that any Intellectual Property Rights for which the Buyer does not have a licence in accordance with Clause 9.3.3 subsist in the New IPR Items, then the Supplier must notify the Buyer within 10 days of what those rights are and which parts of the New IPR Items they are found in.

9.8 Licence granted by the Buyer

Buyer IPRs

9.8.1 The Buyer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period to use the Buyer Existing IPR and the New IPRs solely to the extent necessary for providing the Goods and/or Services in accordance with this Call Off Contract, including (but not limited to) the right to grant sub-licences to Subcontractors provided that:

- (a) any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 Confidentiality); and
- (b) the Supplier shall not without Approval use the materials licensed under this Clause for any other purpose or for the benefit of any person other than the Buyer.

9.9 Termination of licenses

9.9.1 All Enhanced Licences granted pursuant to Clauses 9.4 to 9.7 shall survive the Call Off Expiry Date and termination of this Call-Off Contract.

9.9.2 The Supplier shall, if requested by the Buyer in accordance with Call Off Schedule 9 (Exit Management) and to the extent reasonably necessary to ensure continuity of service during exit and transition of Replacement Services, grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Existing IPR and/or Third Party IPR on terms equivalent to those set out in Clause 9.4 subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

9.9.3 The licence granted pursuant to Clause 9.8 (Licence granted by the Buyer) and any sub-licence granted by the Supplier in accordance with Clause

9.8.1 (Licence granted by the Buyer) shall terminate automatically on the Call Off Expiry Date and the Supplier shall:

- (a) immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);
- (b) at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data (as the case may be); and
- (c) ensure, so far as reasonably practicable, that any Buyer Existing IPR and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Buyer Existing IPR and/or Buyer Data.

9.10 IPR Indemnity

9.10.1 The Supplier shall, during and after the Call Off Contract Period, on written demand, indemnify the Buyer against all Losses incurred by, awarded against, or agreed to be paid by the Buyer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

9.10.2 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:

- (a) procure for the Buyer the right to continue using the relevant item which is subject to the IPR Claim; or
- (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Goods and/or Services;
 - (iii) there is no additional cost to the Buyer; and
 - (iv) the terms and conditions of this Call Off Contract shall apply to the replaced or modified Goods and/or Services.

9.10.3 If the Supplier elects to procure a licence in accordance with Clause 9.10.2(a) or to modify or replace an item pursuant to Clause 9.10.2(b), but this has not avoided or resolved the IPR Claim, then:

- (a) the Buyer may terminate this Call Off Contract by written notice with immediate effect; and
- (b) without prejudice to the indemnity set out in Clause 9.10.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute goods and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

9.11 Open Source Publication

9.11.1 Subject to Clause 9.11.3, the Supplier agrees that the Buyer may at its sole discretion publish as Open Source all or part of the New IPR Items after the Operational Services commencement date (such date to be notified by the Buyer to the Supplier).

9.11.2 Subject to Clause 9.11.3, the Supplier hereby warrants that the New IPR Items:

- (a) are suitable for release as Open Source;
- (b) have been developed by the Supplier using reasonable endeavours to ensure that publication by the Buyer of the same shall not cause any harm or damage to any party using the published New IPRs;
- (c) do not contain any material which would bring the Buyer into disrepute upon publication as Open Source;
- (d) do not contain any IPRs which have not been licensed to the Buyer under licence terms which permit the publication of the New IPR Items as Open Source by the Buyer;
- (e) will be supplied in a format suitable for publication as Open Source ("the Open Source Publication Material") no later than the date notified to the Supplier under Clause 9.11.1; and
- (f) do not contain any Malicious Software.

9.11.3 The Supplier hereby acknowledges and agrees that any Supplier Existing IPRs which it includes in the Open Source Publication Material supplied to the Buyer pursuant to Clause 9.11.2(e) and which have not been Approved for exclusion under Clause 9.11.4 may, at the Buyer's sole and absolute discretion, become Open Source and will hereby be licensed to the Buyer under the Open Source licence terms adopted by the Buyer and treated as such following publication by the Buyer.

9.11.4 Where the Buyer has Approved a request by the Supplier under Clause 9.2.4, for any part of the New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

- (a) as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
- (b) include in the written details provided under Clause 9.11.4 (a) information about the impact that inclusion of such IPRs and items or Deliverables based on such IPRs will have on any other New IPRs items and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.12 Additional IPR Provisions

Exceptional IPR Process for New IPRs

9.12.1 The Buyer may on a case by case basis, request via the Product Ordering Process, that the Supplier offers alternative prices and solutions for IPR arrangements which differ from the Default IPR Position set out in this Clause, including where the Buyer considers that it can achieve greater value for money by agreeing an alternative arrangement with the Supplier for ownership and/or licensing of the New IPRs. Such arrangements may include:

- (a) where ownership of New IPRs for a new Product to be developed by the Supplier or a Subcontractor remains with the Supplier on creation and the right to use those IPRs are licenced back to the Buyer on one of the licence terms set out at Clause 9.4 (as elected by the Buyer);
- (b) where the Buyer offers to grant a licence to the Supplier to the New IPRs for a particular new Product to be developed on alternative terms to those set out at Clause 9.8.1;
- (c) where the Buyer offers joint ownership of any newly developed New IPRs to the Supplier (and the percentage shares of such ownership and any other terms of joint ownership shall be subject to further discussion and agreement between the Parties);
- (d) where the Buyer offers to grant a licence to the Supplier to any Buyer Existing IPRs (including Crown IPR, but subject always to approval from the keeper of Crown IPR) for a particular Product on alternative terms to those set out at Clause 9.8.1;

9.12.2 The arrangements agreed by the Parties pursuant to Clause 9.12.1 may include terms and conditions of licence which allow the Supplier to exploit and

commercialise the intellectual property rights that are subject to arrangement provided that:

- (a) The Supplier must always offer a price and solution to the Buyer which is in accordance with the Framework Prices and where the Default IPR Position on ownership and licensing of the New IPRs and Buyer Existing IPR, are to apply;
- (b) Where the Supplier proposes to exploit IPRs, that it provides a detailed proposal of its plans for exploitation of the IPRs and the forecast returns, including (but not limited to) details of the products and services to be offered by the Supplier which use the IPRs, the target markets and territory, the estimated level of orders, the marketing strategy; full details of the estimated costs, prices, revenues and profits; impact assessment on services delivered under the Framework Agreement; and any other information that would reasonably be required by the Buyer to enable it to consider the commercial, legal and financial implications to the Parties of the proposal and any further information which the Buyer may reasonably request;
- (c) Where the Supplier proposes to discount the prices offered to the Buyer in return for the right to exploit the IPRs, that it provides clear evidence to demonstrate how the exploitation plans and financial information provided under paragraph (b) above have been applied to the price for the Product offered to the Buyer and other potential End Users;
- (d) The Buyer shall be under no obligation to:
 - (i) offer the New IPRs and/or the Buyer Existing IPRs on an exclusive licence basis or on any other alternative terms of licensing and ownership; or
 - (ii) to accept any alternative arrangement proposed by the Supplier under this Clause and the Buyer shall be entitled to require the Supplier to deliver the solution on the basis of the Default IPR Position.
- (e) The Additional IPR Provisions set out in this Clause do not confer any exclusive right on the Framework Suppliers or the Supplier to negotiate with the Buyer in relation to the New IPRs, Buyer Existing IPRs or any Crown IPR and the Buyer shall be entitled to licence, assign and otherwise deal with such IPRs with any other person (except to the extent that the Buyer has entered into an exclusive licence with the

Supplier in respect of such IPRs pursuant to this Call-Off Contract).

- (f) The Supplier acknowledges and agrees that the Buyer is under an obligation to comply with procurement Laws and state aid rules when considering proposals for alternative IPR arrangements and the Buyer will need to consider its position and approach on a case by case basis.

CALL-OFF START DATE: 7th October 2020

CALL-OFF EXPIRY DATE: 4th October 2024

CALL-OFF INITIAL PERIOD: 4 years

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £15 million subject to a review after 6 months from Call-off Start date.

CALL-OFF CHARGES

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

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

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

Recoverable as stated in Framework Schedule 3 (Framework Prices).

PAYMENT METHOD

Framework Ref: RM6145 Learning and Development Framework
Project Version: v1.0
Model Version: v3.1

See section Call-off Schedule 20 (Call-off Specification):

- Section 6.7 Attachment 3 Statement of Requirements
- Section 5 Attachment 3 Annex 1 – Framework Specification

BUYER'S INVOICE ADDRESS:

Individual Departments billing addresses will be provided as part of the Product Ordering Process. For further information, see the references highlighted in the Payment Method section above.

**BUYER'S AUTHORISED REPRESENTATIVE
REDACTED**

151 Buckingham Palace Road, London, SW1W 9SZ

BUYER'S ENVIRONMENTAL POLICY

See Framework Schedule 1 (Specification) and Joint Schedule 5 (Corporate Social Responsibility).

BUYER'S SECURITY POLICY

See Call-off Schedule 20 (Call-off Specification):

- Section 5 Attachment 3 Annex 1 – Framework Specification

and Call-off Schedule 9a (CSHR Security).

**SUPPLIER'S AUTHORISED REPRESENTATIVE
REDACTED**

**SUPPLIER'S CONTRACT MANAGER
REDACTED**

PROGRESS REPORT FREQUENCY

By the end of the 7th Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Monthly

KEY STAFF

See Call-off Schedule 7 (Key Supplier Staff)

KEY SUBCONTRACTOR(S)

See Schedule 4 (Call-off Tender) - Attachment 7 – Key Subcontractors

COMMERCIALLY SENSITIVE INFORMATION

Please refer to Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).
The Service Credit Cap is: 5% of the monthly Call-off Contract Charges.

The Service Period is: 1 (one) Month

A Critical Service Level Failure will occur where the supplier fails to meet the critical performance measure as outlined in Call-off Schedule 14 (Service Levels).

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) and Framework Schedule 1.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	05.10.2020	Date:	9 October 2020

Joint Schedule 1 (Definitions)

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

- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
- 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"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"	the Relevant Authority's right to: <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) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have

	<p>no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer'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 Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the 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 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 Procedure and Award Criteria);
"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);
"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"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the 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;
"Closed Course"	a course that is booked by a department, function or profession for a specific group of people. The full cost of the course is met by the department/function or profession.
"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;

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract from the earlier of the: <ul style="list-style-type: none"> a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under 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: <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk

	<p>and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>e) Overhead;</p> <p>f) financing or similar costs;</p> <p>g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>h) taxation;</p> <p>i) fines and penalties;</p> <p>j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"CSHR"	the Minister for the Cabinet Office as represented by Civil Service Human Resource, which is a department of the Cabinet Office, a buyer for civil service departments, professions and functions, whose offices are located at 151 Buckingham Palace Road, London, SW1W 9SZ, United Kingdom.
"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 GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;

"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under 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;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions

	<p>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> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) 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;
"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>a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <ul style="list-style-type: none"> 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;
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"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the 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 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;

	<p>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>iii) any failure of delay caused by a lack of funds;</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 OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	the 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 term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total 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 Response);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);

"General Anti-Abuse Rule"	<p>a) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in 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>i) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</p>
"Government Procurement Card"	<p>the Government's preferred method of purchasing and payment for low value goods or services</p> <p>https://www.gov.uk/government/publications/government-procurement-card--2;</p>
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the 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;

"Impact Assessment"	assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the 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; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in 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"	a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

	<p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	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 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 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;

"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management 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);
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"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 National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	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

	<p>and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;

	<p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
"Open Course"	individuals can book onto a course and will pay for their place only. This would be on non-Government estate. The Supplier will calculate the minimum and maximum number of attendees to optimise value for money.
"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 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 GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<ul style="list-style-type: none"> 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: <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; 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 c) committing any offence:

	<ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"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), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 A (Security) for CSHR and Call off schedule 9 B – Security for all other contracts, 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"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in

	<p>accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> 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 b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"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"	<ul style="list-style-type: none"> 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); a) 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>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the 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;
"Schedules"	any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 A (Security) for CSHR Call off Schedule 9 B (Security) for all other contracts;
"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 Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in 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: a) the Deliverables are (or are to be) provided; or

	b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	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"	any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	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"	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"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"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"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the 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 Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date;

	<p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"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 Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 12 Supply Chain Visibility;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or 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 and Testing"	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" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

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

Joint Schedule 2 (Variation Form)

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

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

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

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

2. How to manage the insurance

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

3. What happens if you aren't insured

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

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority

receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

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

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

2. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
1	05.10.20	Pricing information in the pricing submission, associated operational pricing schedule, fees, and fee breakdowns: FOIA 2011, Part II, Section 43 Commercial Information	Term of Call-Off

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

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

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

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

allegation of slavery or human trafficking 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 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;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;

- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 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;

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

6. Sustainability

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

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

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

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

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

Joint Schedule 7 (Financial Difficulties)

1. Definitions

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

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

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

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

"Financial Distress Service Continuity Plan"

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

"Monitored Company"

Supplier or any Key Subcontractor

"Rating Agencies"

the rating agencies listed in Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive:
 - 2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and
 - 2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's

auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

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

where:

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

3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
 - 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

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

- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
 - 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
 - 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
 - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
 - 4.3.2.1 submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - 4.3.2.2 provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
 - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.64.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

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

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
 - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
 - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

- 6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

- 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

Rating Agency 1 – Dun and Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
EY	REDACTED

Joint Schedule 8 (Guarantee)

NOT USED

Joint Schedule 9 (Minimum Standards of Reliability)

1. Standards

1.1 No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice ("**Minimum Standards of Reliability**") at the time of the proposed award of that Call-Off Contract.

1.2 CCS shall assess the Supplier's compliance with the Minimum Standards of Reliability:

1.2.1 upon the request of any Buyer; or

1.2.2 whenever it considers (in its absolute discretion) that it is appropriate to do so.

1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 10.4 (When CCS or the Buyer can end this contract).

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]	

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	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)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA - <http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted> . A Party may act as:

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

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

Where one Party is Controller and the other Party its Processor

- 2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- 3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and

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- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a 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 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any 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

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- (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject 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;

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- (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.
- 7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 8. 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 6 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.
- 9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR (<https://www.gov.uk/government/publications/guide-to-the-general-data-protection-regulation>) or Personal Data relating to criminal convictions and offences referred to in Article 10 of the 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.
- 10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12. Before allowing any 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.
- 13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply

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with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;

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- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• <i>Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority</i> <p>To provide learning delivery services, EY (and the wider EY Community of suppliers) would need to capture the personal data of Civil Service staff to help with providing the learning service. This information would be used to book training, facilitate workshop delivery, improve courses through evaluation data and help log queries and complaints.</p> <p>EY would also be responsible for providing management information (MI) reports to CSL to help with making operational (non-personal data), tactical, and strategic decisions.</p>

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Duration of the Processing	<p><i>Clearly set out the duration of the Processing including dates –</i></p> <p>For the duration of EY's contracted term including any exit periods.</p>
Nature and purposes of the Processing	<p><i>Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc</i></p> <p>Data is collected through the following means:</p> <ul style="list-style-type: none">• CS (Civil Service) Learner details distributed via SFTP (SSH File Transfer Protocol) between CSL hosted portal and EY.• CS Learner details (as per Operational Schedule 2 – MI & Data) distributed via SFTP between Service Integrator Supplier and EY.• CS Learner details (only the required information for an event or query agreed in the Operational Schedule 2 – MI & Data requirements) sent via email by CS staff to EY.• CS Learner details (only the required information for an event or query) sent via email and internet based file transfer (e.g. SFTP) from EY to EY Community of suppliers (and vice versa).• CS Learner details (only the required information for an event or query) provided to EY Community of suppliers direct (by the CS Learners) as part of learning delivery <p>Data Stored:</p> <p>As defined in the EY Security Management Plan agreed with Cabinet Office Security team.</p>

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<p>Type of Personal Data</p>	<p><i>Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc</i></p> <p>The data stored, processed and handled as part of learning service delivery will ordinarily have attributes such as:</p> <p>Full Name, Gender, Work Email, Work Telephone, Department, Employee ID, Job Title, Location, Line Manager, Dietary requirements, Special needs/accessibility requirements, Course booked, attendance detail and Course evaluation.</p> <p>For some learning programmes, the following attributes would be captured:</p> <p>Ethnicity, sexuality, date of birth, education personal record.</p>
<p>Categories of Data Subject</p>	<p><i>Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc</i></p> <p>Civil Service departmental staff, approx. 400,000 individuals, who would access the contracted learning services.</p> <p>Other Suppliers who EY need to interact with as part of performing their services in the L2020 Learning Operating Model.</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>Describe how long the data will be retained for, how it be returned or destroyed</i></p> <p>Return of data - Each Party shall be entitled to retain one copy of the Disclosing Party's information to the extent required to comply with Applicable Law and professional or regulatory requirements. The process for the return of data will be as defined in the agreed Security Management Plan between EY and CO Security.</p> <p>Destruction of data – EY will take all reasonable steps to destroy or delete permanently any other copies of the Clients Personal Data and any other Client Confidential Information in EY's or Sub-Processor's (including but not limited to its or their personnel's) possession or control (including without limitation backup copies, except for copies retained in the ordinary course of business by EY's automated data backup systems).</p> <p>Normal approach is:</p> <p>When data is no longer required, this is deleted from the relevant systems. Due to the nature of the contract, certain information</p>

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	(such as emails between EY and Civil Service departments / Suppliers, ticket records, booking forms and telephony records) will need to be stored for a time period to help with query or complaint resolution (time period to be agreed with CSL)
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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 Template"	the document at Annex 1 of this 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 £100,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;

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

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges 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

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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



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.

Annex A: List of Transparency Reports

Cabinet Office have committed to publish certain transparency information on a regular basis for the public to view. Such information will cover:

- SLA/KPI performance
- Financial including contract prices, revenues etc.
- Service Delivery/Customer Service performance
- Supply Chain performance

The specific format, content and frequency of the reports will be agreed in line with section 1.1 .

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability"	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none">i) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;j) unfair, wrongful or constructive dismissal compensation;k) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;l) compensation for less favourable treatment of part-time workers or fixed term employees;m) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;n) claims whether in tort, contract or statute or otherwise;
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any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

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

	employment, including redundancy procedures, and redundancy payments;
(e)	their wages, salaries, bonuses and profit sharing arrangements as applicable;
(f)	details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
(g)	any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
(h)	details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
(i)	copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
(j)	any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier no later than 28 days prior to the Relevant Transfer Date and agreed by the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

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

3. Which parts of this Schedule apply

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

- *Part A (Staff Transfer At Start Date – Outsourcing From the Buyer) – **NOT USED***
- *Part B (Staff Transfer At Start Date – Transfer From Former Supplier)*
- *Part C (No Staff Transfer On Start Date)]*
- *Part D (Pensions)*
 - - *Annex D1 (CSPS)*
 - - *Annex D2 (NHSPS)*
 - - *Annex D3 (LGPS)*
 - - *Annex D4 (Other Schemes)*
- *Part E (Staff Transfer on Exit)*

Part A: Staff Transfer at the Start Date

Outsourcing from the Buyer

NOT USED

Part B: Staff transfer at the Start Date

Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1** the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2** as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.

- 1.2** The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.
- 1.3** The Buyer shall procure that each Former Supplier shall fully abide by the contractual provisions in place between the Buyer and that Former Supplier, including, without limitation, to supply information regarding the Transferring Former Supplier Employees and cooperate with an orderly transfer of such individuals.
- 1.4** Notwithstanding the generality of the above, the Buyer shall procure that the Former Supplier warrants, for the benefit of the Supplier and/or any Sub-Contractor, that all information provided in relation to the Transferring Former Supplier Employees is true and accurate in all material respects.

2. Indemnities given by the Former Supplier

- 2.1** Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.2** The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any

Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
- 2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;
 - 2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier or relevant Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;
- (a) and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities relating to the Former Supplier's employees or arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:
- 2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or
 - 2.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.
- 2.5 The indemnity in Paragraph 2.3 shall not apply to any notice of termination of employment being given later than 6 Months from the Relevant Transfer Date.
- 2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

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

5. Cabinet Office requirements

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

6. Limits on the Former Supplier's obligations

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

7. Pensions

7.1 The Supplier shall comply with:

7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and

7.1.2 the provisions in Part D: Pensions.

For the purposes of this Part B, "Sub-contractor" shall include Ernst & Young Services Limited ("EYSL"), a subsidiary of the Supplier and "Sub-contract" shall include the provision of EYSL employees to the Supplier.

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier or the relevant Sub-Contractor may within 5 Working Days give notice to terminate the employment of such person;and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:
 - (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities relating to the Buyer's employees or arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities relating to the Former Supplier's employees or arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any notice of termination of employment being given later than 6 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2. Limits on the Former Supplier's obligations

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

For the purposes of this Part C, "Sub-contractor" shall include Ernst & Young Services Limited ("EYSL"), a subsidiary of the Supplier and "Sub-contract" shall include the provision of EYSL employees to the Supplier.

Part D: Pensions

1. Definitions

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

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPA"	the schemes as defined in Annex D1 to this Part D;
"Fair Deal Employees"	<p>those:</p> <p>(a) Transferring Buyer Employees; and/or</p> <p>(b) Transferring Former Supplier Employees; and/or</p> <p>(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose</p>

employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;

- (d) where the Former Supplier becomes the Supplier those employees;

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

"Fair Deal Schemes"

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

"Fund Actuary"

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

"LGPS"

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

"NHSPS"

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

"New Fair Deal"

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

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

"Statutory Schemes"

means the CSPA, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

2.3 The Supplier undertakes:

- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
- 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer:

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

4. Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPS Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
- 4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
 - 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
 - 4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.3 The indemnities in this Part D and its Annexes:

- 4.3.1 shall survive termination of this Contract; and
- 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

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

- 5.1.1 who will act as an expert and not as an arbitrator;
- 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
- 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

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

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

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:
 - 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
 - 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

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

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

9. What happens to pensions if this Contract ends

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

10. Broadly Comparable Pension Schemes

10.1 If either:

- 10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or
- 10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

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

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

- 10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal

- Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
- 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
- 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and
- 10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1: Civil Service Pensions Schemes (CSPS)

NOT USED

Annex D2: NHS Pension Schemes

NOT USED

Annex D3: Local Government Pension Schemes (LGPS)

NOT USED

Annex D4: Other Schemes

NOT USED

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

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

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

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

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed or approved by the Buyer (acting reasonably and promptly) or in the normal course of business:

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

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death

benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

- 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
 - 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement

Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

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

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier or EYSL and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier

and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

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

2.6 The indemnity in Paragraph 2.5 shall not apply to:

- 2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
- 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the

Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

For the purposes of this Part E, "Sub-contractor" shall include Ernst & Young Service Limited ("EYSL"), a subsidiary of the Supplier and "Sub-contract" shall include the provision of EYSL employees to the Supplier.

Call-Off Schedule 3 (Continuous Improvement)

1. BUYER'S RIGHTS

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

2. SUPPLIER'S OBLIGATIONS

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous

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

Call-Off Schedule 4 (Call Off Tender)

The table below outlines the documents which are incorporated as part of the Supplier's Tender response for this Call-off Contract:

Document	Version
Ernst_Young – B1 Continuous Improvement	Submitted as part of the EY Framework ITT response via CCS e-procurement system.
Ernst_Young – G1 SME info only	Submitted as part of the EY Framework ITT response via CCS e-procurement system.
Ernst_Young – G2 Value for Money and Price Transparency (Information only)	Submitted as part of the EY Framework ITT response via CCS e-procurement system.
Ernst_Young – Lot 4 E1 Customer Service responses	Submitted as part of the EY Framework ITT response via CCS e-procurement system.
Ernst_Young – Lot 4 E2 Quality responses	Submitted as part of the EY Framework ITT response via CCS e-procurement system.
Ernst_Young – Lot 4 E3 Delivery responses	Submitted as part of the EY Framework ITT response via CCS e-procurement system.
Ernst_Young – Lot 5 – F1 Customer Service	Submitted as part of the EY Framework ITT response via CCS e-procurement system.
Ernst_Young – Lot 5 – F2 Quality responses	Submitted as part of the EY Framework ITT response via CCS e-procurement system.
Ernst_Young – Lot 5 – F3 Delivery responses	Submitted as part of the EY Framework ITT response via CCS e-procurement system.
Framework Clarification responses	Submitted as part of Framework ITT exercise via CCS e-procurement system
Call-off Clarification responses	Submitted as part of Call-off ITT exercise via CCS e-procurement system
Mandatory Evaluation response	Submitted as part of EY Call-off ITT response via CCS e-procurement system
Proposal Evaluation response	Submitted as part of EY Call-off ITT response via CCS e-procurement system
Attachment 4 – Pricing Matrix	Submitted as part of EY Call-off ITT response via CCS e-procurement system
Attachment 7 – Key Subcontractors	Submitted as part of EY Call-off ITT response via CCS e-procurement system

Call-Off Schedule 5 (Pricing Details)

The version of the Pricing Schedule is CCZP20A03 Lot 6 Attachment 4 – Price Matrix v1.0 EY Final. This document was submitted as part of the EY Call-off ITT response via the CCS e-procurement system.

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Call-Off Schedule 6 (ICT Services)

1. Definitions

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

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

effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT Environment"	the Buyer System and the Supplier System;
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in paragraph 8 of this Schedule;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

	<ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or c) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call Off Schedule shall also include any premises (i) from, to or at which physical interface with the Buyer System takes place or (ii) where any part of the Supplier System is situated;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and

management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

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

3. Buyer due diligence requirements

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

4. Licensed software warranty

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

5. Provision of ICT Services

5.1. The Supplier shall:

- 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

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

7. ICT Audit

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

8. Maintenance of the ICT Environment

- 8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Intellectual Property Rights in ICT

9.1. Assignments granted by the Supplier: Specially Written Software

- 9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
 - 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2. The Supplier shall:
 - 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

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

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

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

9.2.1 Unless the Buyer gives its Approval the Supplier must not use in its delivery of the Goods and/or Services any:

- a) Software based on (either partially or entirely) the Supplier's own Existing IPR unless that software is COTS Software; and/or
- b) Software based on (either partially or entirely) third party Software unless that software is COTS Software;

except that this requirement shall not apply to any Software which forms a constituent and integrated part of any Product that is ordered under this Call-Off Contract (the licence to which shall be agreed by the Parties in accordance with replacement Clause 9 of this Call-Off Contract) and provided that the Supplier notifies the Buyer in writing in advance if it considers that Software is excluded under this Clause 9.2.1.

9.2.2 Where the Buyer Approves the use of the software identified in Clause 9.2(a) above that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent

deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

9.2.3 Where the Buyer Approves the use of third party Software identified in Clause 9.2(b) above that is not COTS Software, the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

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

9.2.3.2 only uses Software which contains the third party IPR if the Buyer Approves the terms of the licence from the relevant third party.

9.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in respect of any Software used in the delivery of the Goods and/or Services in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software (and such Specially Written Software shall be New IPRs for the purposes of this Call-Off Contract).

9.2.5 The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

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

9.3.1 The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software used in the delivery of the Goods and/or Services grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.2 Where the Supplier owns the COTS referred to in Clause 9.3.1, it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which is to be used in the delivery of the Goods and/or Services and/or which in the next thirty-six (36) months:

9.3.4.1 will no longer be maintained or supported by the developer;
or

9.3.4.2 will no longer be made commercially available

9.4 Buyer's right to assign/novate licences

9.4.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

9.4.1.1 a Central Government Body; or

9.4.1.2 to anybody (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

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

9.5 Licence granted by the Buyer

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

9.6 Open Source Publication

9.6.1 Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and Software elements of New IPR shall be created in a format, or able to be converted (in which case the

Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.2 suitable for publication by the Buyer as Open Source; and

9.6.3 based on Open Standards (where applicable),

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

9.6.5 The Supplier hereby warrants that the Specially Written Software and Software elements of New IPR:

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

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

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

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

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

9.6.5.6 do not contain any Malicious Software.

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

9.6.6.1 as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

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

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect

unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

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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):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"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 2.3.3 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;
"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 this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At a maximum 90 Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.2.2 the recovery of the Deliverables in the event of a Disaster

- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 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.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
 - 3.1.7 provide for documentation of processes, including business processes, and procedures;

- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 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.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 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.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 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:
 - 4.1.1 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
 - 4.1.2 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.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;

- 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
- 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 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.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 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;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

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

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;

- 7.1.2 in the event of any major reconfiguration of the Deliverables
- 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 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.

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.

Call-Off Ref:

Call-Off Schedule 9A – Security (for CSHR)

There are 2 parts to this schedule; Part 1 (Assurance Schedule) and Part 2 (Accreditation Schedule). It is important to note that only one part will apply to each Call-Off Agreement and this will depend on the specific Lot it will cover:

- Part 1: Assurance Schedule will apply to Lots 4, 5 and 6.
- Part 2: Accreditation Schedule will apply to Lots 1, 2 and 3.

Part 1: Assurance Schedule

1. Definitions

In this Schedule:

“Anti-Malicious Software”	means software that scans for and identifies possible Malicious Software in the ICT Environment;
Breach of Security	an event that results, or could result, in: <ul style="list-style-type: none"> (a) any unauthorised access to or use of the Government Data, the Services and/or the Information Management System; and/or (b) the loss, corruption 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 Call-Off Contract;
Certification Requirements	means the information security requirements set out in Paragraph 5;
CHECK Service Provider	means a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the ITHC services required by the Paragraph 6.2;

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CREST Service Provider	means a company with a SOC Accreditation from CREST International;
Higher Risk Sub-contractor	<p>means a Sub-contractor that Processes Government Data, where that data includes either:</p> <ul style="list-style-type: none"> (a) the Personal Data of 1000 or more individuals in aggregate during the period between the Call-off Start Date and the End Date; or (b) Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned;
Incident Management Process	is the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Government Data, the Buyer, the Services and/or users of the Services and which shall be prepared by the Supplier in accordance with Paragraph 3 using the template set out in Annex 3;
Information Assurance Assessment	is the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with Paragraph 3 in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier using the template set out in Annex 3;
Information System Management	<p>means</p> <ul style="list-style-type: none"> (a) those parts of the Supplier System, and those of the Sites, the Supplier or its Sub-

	<p>contractors will use to provide the parts of the Services that require Processing Government Data; and</p> <p>(b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources;</p>
Information Security Approval Statement	<p>a notice issued by the Buyer which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that the Buyer: (i) is satisfied that the identified risks have been adequately and appropriately addressed; (ii) the Buyer has accepted the residual risks; and (iii) the Supplier may use the Information Management System to Process Government Data;</p>
Medium Risk Sub-contractor	<p>means a Sub-contractor that Processes Government Data, where that data</p> <p>(a) includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the Call-off Start date and the End Date; and</p> <p>(b) does not include Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned;</p>
ITHC	<p>has the meaning given in Paragraph 6.1;</p>
Personal Data	<p>has the meaning given in the Data Protection Legislation;</p>
Personal Data Breach	<p>has the meaning given in the Data Protection Legislation;</p>

Call-Off Ref:

Personal Data Processing Statement	sets out: (i) the types of Personal Data which the Supplier and/or its Sub-contractors are Processing on behalf of the Buyer; (ii) the categories of Data Subjects whose Personal Data the Supplier and/or its Sub-contractors are Processing on behalf of the Buyer; the nature and purpose of such Processing; (iii) the locations at which the Supplier and/or its Subcontractors Process Government Data; and, (iv) the Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect the Government Data against a Security Breach including a Personal Data Breach, which shall be prepared by the Supplier in accordance with Paragraph 3 and included in the Security Management Plan;
Process Government Data	any operation which is performed on Government Data, whether or not by automated means, including adapting, altering, collecting, combining, copying, destroying, erasing, organising, publishing retrieving, storing, structuring, transmitting or otherwise using Government Data;
Required Changes Register	is the register within the Security Management Plan which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in Paragraph 4.2 together with the date by which such change shall be implemented and the date on which such change was implemented;

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Risk Register	is the risk register within the Information Assurance Assessment which is to be prepared and submitted to the Buyer for approval in accordance with Paragraph 3;
Security Management Plan	comprises: (i) the Information Assurance Assessment; (ii) the Personal Data Processing Statement; (iii) the Required Changes Register; and, (iv) the Incident Management Process, which shall be prepared by the Supplier using the templates set out in Annex 3 to Schedule 9 (Security Management);
Sites	comprise: (i) those premises from which the Services are to be provided; (ii) those premises from which Supplier manages, organises or otherwise administers the provision of the Services; and, (iii) those premises at which any Supplier Equipment or any party of the Supplier System is located;
Special Category Personal Data	means the categories of Personal Data set out in article 9(1) of the GDPR;
Supplier System	the information and communications technology system used by the Supplier in implementing and performing the Services, including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

2. Introduction

2.1 This Schedule sets out:

2.1.1 the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this

Call-Off Ref:

Call-Off Contract to ensure the security of the Government Data and the Information Management System;

- 2.1.2 the Certification Requirements applicable to the Supplier and each of those Subcontractors which Processes Government Data;
- 2.1.3 The security requirements in Annex 1 to this Schedule with which the Supplier must comply;
- 2.1.4 the tests which the Supplier shall conduct on the Information Management System during the Term;
- 2.1.5 the Supplier's obligations to:
 - (a) return or destroy Government Data on the expiry or earlier termination of this Call-Off Contract; and
 - (b) prevent the introduction of Malicious Software into the Supplier System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Supplier System in Paragraph 8; and
 - (c) report Breaches of Security to the Buyer.

3. Principles of Security

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Government Data and, consequently on the security of:
 - 3.1.1 the Sites;
 - 3.1.2 the Supplier System;
 - 3.1.3 the Information Management System; and
 - 3.1.4 the Services.
- 3.2 Notwithstanding the involvement of the Buyer in assessing the arrangements which the Supplier shall implement in order to ensure the security of the Government Data and the Information Management System, the Supplier shall be, and shall remain, responsible for:
 - 3.2.1 the security, confidentiality, integrity and availability of the Government Data whilst that Government Data is under the control of the Supplier or any of its Subcontractors; and

Call-Off Ref:

3.2.2 the security of the Information Management System.

3.3 The Supplier shall:

3.3.1 comply with the security requirements in Annex 1; and

3.3.2 ensure that each Sub-contractor that Processes Government Data complies with the security requirements in Annex 2.

3.4 The Supplier shall provide the Buyer with access Supplier Personnel responsible for information assurance to facilitate the Buyer's assessment of the Supplier's compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.

4. **Information Security Approval Statement**

4.1 The Supplier must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Call-Off Schedule 9 (Security Management), including any requirements imposed on Sub-contractors by Annex 2, from the Call-Off Start Date.

4.2 The Supplier may not use the Information Management System to Process Government Data unless and until:

4.2.1 the Supplier has procured the conduct of an ITHC of the Supplier System by a CHECK Service Provider or a CREST Service Provider in accordance with Paragraph 6.1; and

4.2.2 the Buyer has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in this Paragraph 3.

4.3 The Supplier shall document in the Security Management Plan how the Supplier and its Subcontractors shall comply with the requirements set out in this Schedule 9 and the Call-Off Contract in order to ensure the security of the Government Data and the Information Management System.

4.4 The Supplier shall prepare and submit to the Buyer within 20 Working Days of the date of this Call-Off Contract, the Security Management Plan, which comprises:

4.4.1 an Information Assurance Assessment;

4.4.2 the Required Changes Register;

4.4.3 the Personal Data Processing Statement; and

4.4.4 the Incident Management Process.

Call-Off Ref:

- 4.5 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and, in any event within 20 Working Days of receipt and shall either issue the Supplier with:
 - 4.5.1 an Information Security Approval Statement, which shall confirm that the Supplier may use the Information Management System to Process Government Data; or
 - 4.5.2 a rejection notice which shall set out the Buyer's reasons for rejecting the Security Management Plan.

If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier shall take the Authority's reasons into account in the preparation of a revised Security Management Plan, which the Supplier shall submit to the Buyer for review within 10 Working Days or such other timescale as agreed with the Buyer.

- 4.6 The Buyer may require and the Supplier shall provide the Buyer and its authorised representatives with:
 - 4.6.1 access to the Supplier Personnel;
 - 4.6.2 access to the Information Management System to audit the Supplier and its Subcontractors' compliance with this Call-Off Contract; and
 - 4.6.3 such other information and/or documentation that the Buyer or its authorised representatives may reasonably require,

to assist the Buyer to establish whether the arrangements which the Supplier and its Subcontractors have implemented in order to ensure the security of the Government Data and the Information Management System are consistent with the representations in the Security Management Plan. The Supplier shall provide the access required by the Buyer in accordance with this Paragraph within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Buyer with the access that it requires within 24 hours of receipt of such request.

5. Compliance Reviews

- 5.1 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.
- 5.2 The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:

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- 5.2.1 a significant change to the components or architecture of the Information Management System;
- 5.2.2 a new risk to the components or architecture of the Service;
- 5.2.3 a vulnerability to the components or architecture of the Service which is classified 'Medium', 'High', 'Critical' or 'Important' in accordance with the classification methodology set out in Paragraph 9.2 of Annex 1 to this Schedule;
- 5.2.4 a change in the threat profile;
- 5.2.5 a significant change to any risk component;
- 5.2.6 a significant change in the quantity of Personal Data held within the Service;
- 5.2.7 a proposal to change any of the Sites from which any part of the Services are provided; and/or
- 5.2.8 an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.
- 5.3 Within 10 Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register the Buyer for review and approval.
- 5.4 Where the Supplier is required to implement a change, including any change to the Information Management System the Supplier shall effect such change at its own cost and expense.

6. Certification Requirements

- 6.1 The Supplier shall be certified as compliant with:
 - 6.1.1 ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and
 - 6.1.2 Cyber Essentials PLUS, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme),

and shall provide the Buyer with a copy of each such certificate of compliance before the Supplier shall be permitted to receive, store or Process Government Data.

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6.2 The Supplier shall ensure that each Higher Risk Sub-contractor is certified as compliant with either:

6.2.1 ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; or

6.2.2 Cyber Essentials PLUS, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme),

and shall provide the Buyer with a copy of each such certificate of compliance before the Higher-Risk Subcontractor shall be permitted to receive, store or Process Government Data.

6.3 The Supplier shall ensure that each Medium Risk Sub-contractor is certified compliant with Cyber Essentials, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme).

6.4 The Supplier shall ensure that the Supplier and each Sub-contractor who is responsible for the secure destruction of Government Data:

6.4.1 securely destroys Government Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and

6.4.2 are certified as compliant with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard or an alternative standard as agreed by the Buyer.

6.5 The Supplier shall provide the Buyer with evidence of its and its Sub-contractor's compliance with the requirements set out in this Paragraph before the Supplier or the relevant Sub-contractor (as applicable) may carry out the secure destruction of any Government Data.

6.6 The Supplier shall notify the Buyer as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Subcontractor ceases to be compliant with the Certification Requirements and, on request from the Buyer, shall or shall procure that the relevant Sub-contractor shall:

6.6.1 immediately ceases using the Government Data; and

6.6.2 procure that the relevant Sub-contractor promptly returns, destroys and/or erases the Government Data in accordance with the requirements set out in this Paragraph.

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- 6.6.3 The Buyer may agree to exempt, in whole or part, the Supplier or any Sub-contractor from the requirements of this Paragraph 5. Any exemption must be in writing to be effective. The Supplier must include the exemption in the Security Management Plan.

7. **Security Testing**

- 7.1 The Supplier shall, at its own cost and expense procure and conduct:

- 7.1.1 testing of the Information Management System by a CHECK Service Provider or a CREST Service Provider ("**ITHC**"); and

- 7.1.2 such other security tests as may be required by the Buyer,

The Supplier shall complete all of the above security tests before the Supplier submits the Security Management Plan to the Buyer for review in accordance with Paragraph 3; and it shall repeat the ITHC not less than once every 12 months during the Term and submit the results of each such test to the Buyer for review in accordance with this Paragraph.

- 7.2 In relation to each ITHC, the Supplier shall:

- 7.2.1 agree with the Buyer the aim and scope of the ITHC;

- 7.2.2 promptly, and no later than 10 working days, following the receipt of each ITHC report, provide the Buyer with a copy of the full report;

- 7.2.3 in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:

- (a) prepare a remedial plan for approval by the Buyer (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the ITHC report:

- (i) how the vulnerability will be remedied;

- (ii) the date by which the vulnerability will be remedied;

- (iii) the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include a further IT Health Check) to confirm that the vulnerability has been remedied;

- (b) comply with the Vulnerability Correction Plan; and

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- (c) conduct such further tests on the Service as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.
- 7.3 The Supplier shall ensure that any testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such tests shall be agreed in advance with the Buyer.
- 7.4 If any testing conducted by or on behalf of the Supplier identifies a new risk, new threat, vulnerability or exploitation technique] that has the potential to affect the security of the Information Management System, the Supplier shall within days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Buyer with a copy of the test report and:
 - 7.4.1 propose interim mitigation measures to vulnerabilities in the Information System known to be exploitable where a security patch is not immediately available; and
 - 7.4.2 where and to the extent applicable, 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 Supplier System) within the timescales set out in the test report or such other timescales as may be agreed with the Buyer.
- 7.5 The Supplier shall conduct such further tests of the Supplier System as may be required by the Buyer from time to time to demonstrate compliance with its obligations set out this Schedule and the Call-Off Contract.
- 7.6 The Supplier shall notify the Buyer immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in Annex 1 to this Schedule.

8. Security Monitoring and Reporting

- 8.1 The Supplier shall:
 - 8.1.1 monitor the delivery of assurance activities;
 - 8.1.2 maintain and update the Security Management Plan in accordance with Paragraph 4;
 - 8.1.3 agree a document which presents the residual security risks to inform the Buyer's decision to give approval to the Supplier to Process, store and transit the Government Data;

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- 8.1.4 monitor security risk impacting upon the operation of the Service;
- 8.1.5 report Breaches of Security in accordance with the approved Incident Management Process;
- 8.1.6 agree with the Buyer the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Buyer within 30 days of the date of this Call-Off Contract.

9. Malicious Software

- 9.1 The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Government Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.
- 9.2 If Malicious Software is found, the parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
- 9.3 Any cost arising out of the actions of the parties taken in compliance with the provisions of Paragraph 8.2 shall be borne by the parties as follows:
 - 9.3.1 by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 9.3.2 by the Buyer, in any other circumstance.

10. Breach of Security

- 10.1 If either party becomes aware of a Breach of Security it shall notify the other in accordance with the Incident Management Process.

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- 10.2 The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:
- 10.2.1 Immediately take all reasonable steps necessary to:
- (a) minimise the extent of actual or potential harm caused by such Breach of Security;
 - (b) remedy such Breach of Security to the extent possible;
 - (c) apply a tested mitigation against any such Breach of Security; and
 - (d) prevent a further Breach of Security in the future which exploits the same root cause failure;
- 10.2.2 as soon as reasonably practicable and, in any event, within 2 Working Days, following the Breach of Security or attempted Breach of Security, provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 10.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Subcontractors and/or all or any part of the Information Management System with this Call-Off Contract, then such remedial action shall be completed at no additional cost to the Buyer.

Annex 1: Security Requirements**1. Security Classification of Information**

If the provision of the Services requires the Supplier to Process Government Data which is classified as OFFICIAL-SENSITIVE, the Supplier shall implement such additional measures as agreed with the Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards.

2. End User Devices

2.1 The Supplier shall ensure that any Government Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.

2.2 The Supplier shall ensure that any device which is used to Process Government Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/collection/end-user-device-security>

3. Networking

The Supplier shall ensure that any Government Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

4. Personnel Security

4.1 All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record.

4.2 The Buyer and the Supplier shall review the roles and responsibilities of the Supplier Personnel who will be involved in the management and/or provision of the Services in order to enable the Buyer to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with

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privileged access to IT systems which Process Government Data or data which is classified as OFFICIAL-SENSITIVE.

- 4.3 The Supplier shall not permit Supplier Personnel who fail the security checks required by Paragraphs 4.1 and 4.2 to be involved in the management and/or provision of the Services except where the Buyer has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services.
- 4.4 The Supplier shall ensure that Supplier Personnel are only granted such access to Government Data as is necessary to enable the Supplier Personnel to perform their role and to fulfil their responsibilities.
- 4.5 The Supplier shall ensure that Supplier Personnel who no longer require access to the Government Data (e.g. they cease to be employed by the Supplier or any of its Sub-contractors), have their rights to access the Government Data revoked within 1 Working Day.

5. Identity, Authentication and Access Control

- 5.1 The Supplier shall operate an access control regime to ensure:
 - ii. all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the Services; and
 - iii. all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.
- 5.2 The Supplier shall apply the 'principle of least privilege' when allowing persons access to the Supplier System and Sites so that such persons are allowed access only to those parts of the Sites and the Supplier System they require.
- 5.3 The Supplier shall retain records of access to the Sites and to the Supplier System and shall make such record available to the Buyer on request.

6. Data Destruction or Deletion

The Supplier shall:

- 6.1 prior to securely sanitising any Government data or when requested the Supplier shall provide the Government with all Government Data in an agreed open format;
- 6.2 have documented processes to ensure the availability of Government Data in the event of the Supplier ceasing to trade;

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- 6.3 securely erase in a manner agreed with the Buyer any or all Government Data held by the Supplier when requested to do so by the Buyer;
- 6.4 securely destroy in a manner agreed with the Buyer all media that has held Government Data at the end of life of that media in accordance with any specific requirements in this Call-Off Contract and, in the absence of any such requirements, as agreed by the Buyer; and
- 6.5 implement processes which address the CPNI and NCSC guidance on secure sanitisation.

7. Audit and Protective Monitoring

- 7.1 The Supplier shall collect audit records which relate to security events in the Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Government Data.
- 7.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the Information Management System.
- 7.3 The retention periods for audit records and event logs must be agreed with the Buyer and documented in the Security Management Plan.

8. Location of Government Data

The Supplier shall not and shall procure that none of its Sub-contractors Process Government Data outside the UK without the prior written consent of the Buyer, which may be subject to conditions.

9. Vulnerabilities and Corrective Action

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.
- 9.2 The severity of 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 Security Management Plan and using the appropriate vulnerability scoring systems including:

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- i. 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 at <http://nvd.nist.gov/cvss.cfm>); and
- ii. Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

9.3 Subject to Paragraph 9.4, the Supplier shall procure the application of security patches to vulnerabilities in the Information Management System within:

- i. 7 days after the public release of patches for those vulnerabilities categorised as 'Critical';
- ii. 30 days after the public release of patches for those vulnerabilities categorised as 'Important'; and
- iii. 60 days after the public release of patches for those vulnerabilities categorised as 'Other'.

9.4 The timescales for applying patches to vulnerabilities in the Information Management System set out in Paragraph 9.3 shall be extended where:

- i. the Supplier can demonstrate that a vulnerability in the Information Management System is not exploitable within the context of the Services (e.g. because it resides in a Software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 9.3 if the vulnerability becomes exploitable within the context of the Services;
- ii. 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
- iii. the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan.

9.5 The Security Management Plan shall include provisions for major version upgrades of all COTS Software to be kept up to date such that all COTS Software are always in mainstream support throughout the Term unless otherwise agreed by the Buyer in writing. All COTS Software should be no more than N-1 versions behind the latest software release.

10. Secure Architecture

10.1 The Supplier shall design the Information Management System in accordance with:

- 10.1.1 the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;
- 10.1.2 the NCSC "Bulk Data Principles", a copy of which can be found at <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main>; and
- 10.1.3 the NSCS "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles> and which are summarised below:
 - (a) "Cloud Security Principle 1: data in transit protection" which, amongst other matters, requires that user data transiting networks should be adequately protected against tampering and eavesdropping;
 - (b) "Cloud Security Principle 2: asset protection and resilience" which, amongst other matters, requires that user data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure;
 - (c) "Cloud Security Principle 3: separation between users" which, amongst other matters, requires that a malicious or compromised user of the service should not be able to affect the service or data of another;
 - (d) "Cloud Security Principle 4: governance framework" which, amongst other matters, requires that the Supplier should have a security governance framework which coordinates and directs its management of the Services and information within it;
 - (e) "Cloud Security Principle 5: operational security" which, amongst other matters, requires that the Services need to be operated and managed securely in order to impede, detect or prevent a Breach of Security;
 - (f) "Cloud Security Principle 6: personnel security" which, amongst other matters, requires that where Supplier Personnel have access to Government Data and/or the Buyer System that those personnel be subject to appropriate security screening and regular security training;
 - (g) "Cloud Security Principle 7: secure development" which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;
 - (h) "Cloud Security Principle 8: supply chain security" which, amongst other matters, requires the Supplier to ensure

that appropriate security controls are in place with its Sub-contractors and other suppliers;

- (i) "Cloud Security Principle 9: secure user management" which, amongst other matters, requires the Supplier to make the tools available for the Buyer to securely manage the Buyer's use of the Service;
- (j) "Cloud Security Principle 10: identity and authentication" which, amongst other matters, requires the Supplier to implement appropriate controls in order to ensure that access to Service interfaces is constrained to authenticated and authorised individuals;
- (k) "Cloud Security Principle 11: external interface protection" which, amongst other matters, requires that all external or less trusted interfaces with the Services should be identified and appropriately defended;
- (l) "Cloud Security Principle 12: secure service administration" which, amongst other matters, requires that any ICT system which is used for administration of a cloud service will have highly privileged access to that service;
- (m) "Cloud Security Principle 13: audit information for users" which, amongst other matters, requires the Supplier to be able to provide the Buyer with the audit records it needs to monitor access to the Service and the Government Data held by the Supplier and/or its Sub-contractors; and
- (n) "Cloud Security Principle 14: secure use of the service" which, amongst other matters, requires the Supplier to educate Supplier Personnel on the safe and secure use of the Information Management System.

Annex 2: Security Requirements for Sub-contractors

1. Application of Annex

- 1.1 This Annex applies to all Sub-contractors that Process Government Data.
- 1.2 The Supplier must:
 - 1.2.1 ensure that those Sub-contractors comply with the provisions of this Annex;
 - 1.2.2 keep sufficient records to demonstrate that compliance to the Buyer; and
 - 1.2.3 ensure that its Implementation Plan includes Deliverable Items, Milestones and Milestone Dates that relate to the design, implementation and management of any systems used by Sub-contractors to Process Government Data.

2. Designing and managing secure solutions

- 2.1 The Sub-contractor shall implement their solution(s) to mitigate the security risks in accordance with the NCSC's Cyber Security Design Principles <https://www.ncsc.gov.uk/collection/cyber-security-design-principles>.
- 2.2 The Sub-contractor must assess their systems against the NCSC Cloud Security Principles: <https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles> at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. The Sub-contractor must document that assessment and make that documentation available to the Buyer on the Buyer's request.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Sub-contractor must not Process any Government Data outside the UK. The Buyer may permit the Sub-contractor to Process Government Data outside the UK and may impose conditions on that permission, with which the Sub-contractor must comply. Any permission must be in writing to be effective.
- 3.2 The Sub-contractor must securely erase any or all Government Data held by the Sub-contractor when requested to do so by the Buyer; and securely destroy all media that has held Government Data at the end of life of that media in accordance with the NCSC Assured Service (CAS) Service

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Requirement Sanitisation Standard, or an alternative agreed in writing by the Buyer.

3.3 **Personnel Security**

3.4 The Sub-contractor must perform appropriate checks on their staff before they may participate in the provision and or management of the Services. Those checks must include all pre-employment checks required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; verification of the individual's employment history; and verification of the individual's criminal record. The HMG Baseline Personnel Security Standard is at <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>.

3.5 The Sub-contractor must, if the Buyer requires, at any time, ensure that one or more of the Sub-contractor's staff obtains Security Check clearance in order to Process Government Data containing Personal Data above certain volumes specified by the Buyer, or containing Special Category Personal Data.

3.6 Any Sub-contractor staff who will, when performing the Services, have access to a person under the age of 18 years must undergo DBS checks

4. **End User Devices**

4.1 The Sub-contractor shall ensure that any Government Data stored (for any period of time) on a mobile, removable or physically uncontrolled device is encrypted. The Sub-contractor must follow the Information Commissioner's Office guidance on implementing encryption, which can be found at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/security/encryption/>.

4.2 The Supplier shall ensure that any device used to Process Government Data meets all the security requirements set out in the NCSC End User Devices Platform Security Guidance, which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

5. **Networking**

The Supplier shall ensure that any Government Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

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6. Patching and Vulnerability Scanning

- 6.1 The Sub-contractor must proactively monitor supplier vulnerability websites and ensure all necessary patches and upgrades are applied to maintain security, integrity and availability in accordance with the NCSC Cloud Security Principles.

7. Third Party Subcontractors

- 7.1 The Sub-contractor must not transmit or disseminate the Government Data to any other person unless specifically authorised by the Buyer. Such authorisation must be in writing to be effective and may be subject to conditions.
- 7.2 The Sub-contractor must not, when performing any part of the Services, use any software to Process the Government Data where the licence terms of that software purport to grant the licensor rights to Progress the Government Data greater than those rights strictly necessary for the use of the software.

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Annex 3: Security Management Plan Template



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Part 2: Accreditation Schedule

1. Definitions

In this Schedule, the following definitions shall apply:

"Accreditation"	the assessment of the Core Information Management System in accordance with Paragraph 6 by the Buyer or an independent information risk manager/professional appointed by the Buyer, which results in an Accreditation Decision;
"Accreditation Decision"	is the decision of the Buyer, taken in accordance with the process set out in Paragraph 6, to issue the Supplier with a Risk Management Approval Statement or a Risk Management Rejection Notice in respect of the Core Information Management System;
"Accreditation Plan"	the Supplier's plan to attain an Risk Management Approval Statement from the Buyer, which is prepared by the Supplier and approved by the Buyer in accordance with Paragraph 6.6;
"Anti-Malicious Software"	means software that scans for and identifies possible Malicious Software in the ICT Environment;
"Baseline Security Requirements"	means those requirements set out in Annex 4.
"Breach of Security"	the occurrence of: <ol style="list-style-type: none"> (a) any unauthorised access to or use of the Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System and/or any information or data (including the Confidential Information and the Government Data) used by the Buyer, the Supplier or any

Subcontractor in connection with this Call-Off Contract;

- (b) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including copies of such information or data, used by the Buyer, the Supplier or any Subcontractor in connection with this Call-Off Contract; and/or
- (c) any part of the Supplier System ceasing to be compliant with the Certification Requirements,

in each case as more particularly set out in the security requirements in Framework Schedule 1 (Specification) and the Order Form and the Baseline Security Requirements;

"Buyer System"

the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Call-Off Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;

"Certification Requirements"

the requirements set out in Paragraphs 7.1 to 7.6, inclusive;

"CHECK Service Provider"

means a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the ITHC services required by the Paragraph 8.2 of Call-Off Schedule 9 (Security Management);

“CIMS Subcontractor”	a Subcontractor that provides or operates the whole, or a substantial part, of the Core Information Management System;
“Commercial off the shelf Software” or “COTS Software”	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Core Information Management System"	those information assets, ICT systems and/or Sites which will be used by the Supplier and/or its Subcontractors to Process Government Data, together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources) which the Buyer has determined in accordance with Paragraph 4.2 shall be subject to Accreditation;
“CREST Service Provider”	means a company with a SOC Accreditation from CREST International;
“Higher Risk Sub-contractor”	<p>means a Sub-contractor that Processes Government Data, where that data includes either:</p> <ul style="list-style-type: none"> <li data-bbox="821 1536 1410 1742">(d) the Personal Data of 1000 or more individuals in aggregate during the period between the Call-off Start Date and the End Date; or <li data-bbox="821 1765 1410 1921">(e) Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned.

"ICT Environment"	the Buyer System and the Supplier System;
"Information Management System"	means the Core Information Management System and the Wider Information Management System;
"IT Health Check"	has the meaning given Paragraph 8.1.1;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Medium Risk Subcontractor"	<p>means a Sub-contractor that Processes Government Data, where that data</p> <p>(f) includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the Call-off Start Date and the End Date; and</p> <p>(g) does not include Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned.</p>
"Personal Data"	has the meaning given in the Data Protection Legislation;
"Personal Data Breach"	has the meaning given in the Data Protection Legislation;
"Personal Data Processing Statement"	sets out: (i) the types of Personal Data which the Supplier and/or its Subcontractors are Processing on behalf of the Buyer; (ii) the categories

of Data Subjects whose Personal Data the Supplier and/or its Subcontractors are Processing on behalf of the Buyer; the nature and purpose of such Processing; (iii) the locations at which the Supplier and/or its Subcontractors Process Government Data; and, (iv) the Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect the Government Data against a Security Breach including a Personal Data Breach, which shall be prepared by the Supplier in accordance with Paragraph 6.4 and included in the Risk Management Documentation;

"Process Government Data"

any operation which is performed on Government Data, whether or not by automated means, including adapting, altering, collecting, combining, copying, destroying, erasing, organising, publishing retrieving, storing, structuring, transmitting or otherwise using Government Data;

"Required Changes Register"

is a register which forms part of the Security Management Plan which records each of the changes that the Supplier has agreed with the Buyer shall be made to the Core Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in Paragraph 6.15.1 together with the date on which each such change shall be implemented and the date on which each such change was implemented;

"Risk Management Approval Statement"

a notice issued by the Buyer which sets out the information risks associated with using the Core Information Management System and confirms that

	the Buyer is satisfied that the identified risks have been adequately and appropriately addressed and that the residual risks are understood and accepted by the Buyer;
"Risk Management Reject Notice"	has the meaning given in Paragraph 6.9.2;
"Security Management Plan"	has the meaning given in Paragraph 6.5;
"Security Test"	has the meaning given Paragraph 8.1; and
"Special Category Personal Data"	means the categories of Personal Data set out in article 9(1) of the GDPR.
"Statement of Information Risk Appetite"	has the meaning given in Paragraph 5.1;.
"Subcontractor Security Requirements"	means those requirements set out in Annex 5.
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Vulnerability Correction Plan"	has the meaning given in Paragraph 8.3.3(a); and
"Wider Information Management System"	those information assets, ICT systems and/or Sites which will be used by the Supplier and/or its Subcontractors to Process Government Data which have not been determined by the Buyer to form part of the Core Information Management System, together with the associated information management system (including organisational

structure, controls, policies, practices, procedures, processes and resources).

2. Introduction

This Schedule sets out:

- 2.1.1 the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Call-Off Contract to ensure the security of the Government Data, the ICT Environment, the Services and the Information Management System;
- 2.1.2 the process which shall apply to the Accreditation of the Core Information Management System in Paragraph 6;
- 2.1.3 the Certification Requirements applicable to the Wider Information Management System in Paragraph 7;
- 2.1.4 the Security Tests which the Supplier shall conduct during the Call-Off Contract Period in Paragraph 8;
- 2.1.5 the Security Tests which the Buyer may conduct during the Call-Off Contract Period in Paragraph 8.6;
- 2.1.6 the requirements to patch vulnerabilities in the Core Information Management System in Paragraph 9;
- 2.1.7 the obligations on the Supplier to prevent the introduction of Malicious Software into the Information Management System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Information Management System in Paragraph 10; and
- 2.1.8 each Party's obligations in the event of an actual or attempted Breach of Security in Paragraph 11.

3. Principles of Security

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Government Data and, consequently on the security of:
 - 3.1.1 the Sites;
 - 3.1.2 the ICT Environment;
 - 3.1.3 the Services; and

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3.1.4 the Core Information Management System.

Notwithstanding the involvement of the Buyer in the Accreditation of the Core Information Management System, the Supplier shall be and shall remain responsible for:

3.1.5 the security, confidentiality, integrity and availability of the Government Data whilst that Government Data is under the control of the Supplier or any of its Subcontractors; and

3.1.6 the security of the Information Management System.

3.2 The Supplier shall:

3.2.1 comply with the Baseline Security Requirements; and

3.2.2 ensure that each Sub-contractor that Processes Government Data complies with the Subcontractor Security Requirements.

3.3 The Operational Board established under Paragraph 4.1 of Call-Off Schedule 15 (Call-Off Contract Management) shall, in addition to its responsibilities set out that Schedule, monitor and may also provide recommendations to the Supplier on the Accreditation of the Core Information Management System.

3.4 To facilitate the Supplier's design, implementation, operation, management and continual improvement of the Security Management Plan and the security of the Services and Information Management System and otherwise:

3.4.1 the Supplier shall provide access to the Supplier Staff responsible for information assurance; and

3.4.2 the Buyer shall provide access to its personnel responsible for information assurance at reasonable times on reasonable notice.

4. Information Management System

4.1 The Information Management System comprises the Core Information Management System and the Wider Information Management System.

4.2 The Buyer shall be responsible for determining the boundary between the Core Information Management System and the Wider Information Management System. In order to enable the Buyer to make such determination, the Supplier shall provide the Buyer with such documentation and information that the Buyer may reasonably require regarding any

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information assets, ICT systems and/or Sites which will be used by the Supplier or any Subcontractor to Process Government Data together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources). The Buyer shall notify the Supplier, as soon as reasonably practical following the receipt of such documentation and information, of its decision regarding the component parts of the Core Information Management System and its boundary with the Wider Information Management System. The Supplier shall reproduce the Buyer's decision as a diagram documenting the Core Information Management System, the Wider Information Management system and the boundary between the two. This diagram shall form part of the Security Management Plan.

- 4.3 Any proposed change to the component parts of the Core Information Management System or the boundary between the Core Information Management System and the Wider Information Management System shall be notified and processed in accordance with Clause 24 of the Core Terms (Changing the contract).

5. **Statement of Information Risk Appetite and Baseline Security Requirements**

- 5.1 The Supplier acknowledges that the Buyer has provided and the Supplier has received a statement of information risk appetite for the Supplier System and the Services (the "**Statement of Information Risk Appetite**").
- 5.2 The Buyer's Baseline Security Requirements in respect of the Core Information Management System are set out in Annex 4.

6. **Accreditation of the Core Information Management System**

- 6.1 The Core Information Management System shall be subject to Accreditation in accordance with this Paragraph 6.
- 6.2 The Supplier acknowledges that the purpose of Accreditation is to ensure that:
- 6.2.1 the Security Management Plan accurately represents the Core Information Management System;
 - 6.2.2 the Accreditation Plan, if followed, provides the Buyer with sufficient confidence that the CIMS will meet the requirements of the Baseline Security Requirements and the Statement of Risk Appetite; and

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- 6.2.3 the residual risks of the Core Information Management System are no greater than those provided for in the Statement of Risk Appetite and Baseline Security Requirements.
- 6.3 The Accreditation shall be performed by the Buyer or by representatives appointed by the Buyer.
- 6.4 In addition to any obligations imposed by Call-Off Schedule 13 (Implementation Plan and Testing) the Supplier must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Call-Off Schedule 9 (Security Management), including any requirements imposed on Subcontractors by Annex 4, from the Call-Off Start Date.
- 6.5 By the date specified in the Implementation Plan, the Supplier shall prepare and submit to the Buyer the risk management documentation for the Core Information Management System, which shall be subject to approval by the Buyer in accordance with, this Paragraph 6 (the "**Security Management Plan**").
- 6.6 The Security Management Plan shall be structured in accordance with the template as set out in Annex 6 and include:
 - 6.6.1 the Accreditation Plan, which shall include:
 - (a) the dates on which each subsequent iteration of the Security Management Plan will be delivered to the Buyer for review and staged approval; and
 - (b) the date by which the Supplier is required to have received a Risk Management Approval Statement from the Buyer together with details of each of the tasks which must be completed by the Supplier, Milestones which must be Achieved and the Buyer responsibilities which must be completed in order for the Supplier to receive a Risk Management Approval Statement pursuant to Paragraph 6.9.1.
 - 6.6.2 a formal risk assessment of the Core Information Management System and a risk treatment plan for the Core Information Management System;
 - 6.6.3 a completed ISO 27001:2013 Statement of Applicability for the Core Information Management System; the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Services, processes associated with the delivery of the Services, the Buyer Premises, the Sites, the Supplier System, the Buyer

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System (to extent that it is under the control of the Supplier) and any IT, Information and data (including the Confidential Information of the Buyer and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services;

- 6.6.4 unless such requirement is waived by the Buyer, proposed controls that will be implemented in respect of all aspects of the Services and all processes associated with the delivery of the Services, 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 IT, Information and data (including the Confidential Information of the Buyer and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Call-Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- 6.6.5 the Required Changes Register;
- 6.6.6 evidence that the Supplier and each applicable Subcontractor is compliant with the Certification Requirements;
- 6.6.7 a Personal Data Processing Statement;
- 6.6.8 The diagram documenting the Core Information Management System, the Wider Information Management System and the boundary between the two created under Paragraph 4.2.
- 6.7 To facilitate Accreditation of the Core Information Management System, the Supplier shall provide the Buyer and its authorised representatives with:
 - 6.7.1 access to the Sites, ICT information assets and ICT systems within the Core Information Management System on request or in accordance with the Accreditation Plan; and
 - 6.7.2 such other information and/or documentation that the Buyer or its authorised representatives may reasonably require, to enable the Buyer to establish that the Core Information Management System is compliant with the Security Management Plan.
- 6.8 The Buyer shall, by the relevant date set out in the Accreditation Plan, review Security Management Plan and issue to the Supplier either:

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- 6.8.1 a Risk Management Approval Statement which will then form part of the Security Management Plan, confirming that the Buyer is satisfied that the identified risks to the Core Information Management System have been adequately and appropriately addressed and that the residual risks are understood and accepted by the Buyer; or
 - 6.8.2 a rejection notice stating that the Buyer considers that the identified risks to the Core Information Management System have not been adequately or appropriately addressed or the residual risks to the Core Information Management System have not been reduced to the level anticipated by the Statement of Information Risk Appetite, and the reasons why ("**Risk Management Rejection Notice**").
- 6.9 If the Buyer issues a Risk Management Rejection Notice, the Supplier shall, within 20 Working Days of the date of the Risk Management Rejection Notice:
 - 6.9.1 address all of the issues raised by the Buyer in such notice;
 - 6.9.2 update the Security Management Plan, as appropriate, and
 - 6.9.3 notify the Buyer that the Core Information Management System is ready for an Accreditation Decision.
- 6.10 If the Buyer issues a two or more Risk Management Rejection Notices, the failure to receive a Risk Management Approval Statement shall constitute a material Default and the Buyer may by terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.
- 6.11 Subject to Paragraph 6.10, the process set out in Paragraphs 6.8 to 6.10 shall be repeated until such time as the Buyer issues a Risk Management Approval Statement to the Supplier or terminates this Call-Off Contract.
- 6.12 The Supplier shall not use the Core Information Management System to Process Government Data prior to receiving a Risk Management Approval Statement.
- 6.13 The Supplier shall keep the Core Information Management System and Security Management Plan under review and shall update the Security Management Plan annually in accordance with this Paragraph and the Buyer shall review the Accreditation Decision annually and following the occurrence of any of the events set out in Paragraph 6.15.

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6.14 The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:

- 6.14.1 a significant change to the components or architecture of the Core Information Management System;
- 6.14.2 a new risk or vulnerability is identified to the components or architecture of the Core Information Management System;
- 6.14.3 a change in the threat profile;
- 6.14.4 a Subcontractor failure to comply with the Core Information Management System code of connection;
- 6.14.5 a significant change to any risk component;
- 6.14.6 a significant change in the quantity of Personal Data held within the Core Information Management System;
- 6.14.7 where the Supplier has previously Processed Personal Data that does not include Special Category Personal Data, it starts to Process Special Category Personal Data, other than data relating to accessibility or dietary requirements relating to an individual;
- 6.14.8 a proposal to change any of the Sites from which any part of the Services are provided; and/or
- 6.14.9 an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns; and

update the Required Changes Register and provide the updated Required Changes Register to the Buyer for review and approval within 10 Working Days after the initial notification or such other timescale as may be agreed with the Buyer.

6.15 If the Supplier fails to implement a change which is set out in the Required Changes Register by the date agreed with the Buyer, such failure shall constitute a material Default and the Supplier shall:

- 6.15.1 immediately cease using the Core Information Management System to Process Government Data until the Default is remedied, unless directed otherwise by the Buyer in writing and then it may only continue to Process Government Data in accordance with the Buyer's written directions; and

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- 6.15.2 where such Default is capable of remedy, the Supplier shall remedy such Default within the timescales set by the Buyer and, should the Supplier fail to remedy the Default within such timescales, the Buyer may terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.
- 6.16 The Supplier shall review each Change Request against the Security Management Plan to establish whether the documentation would need to be amended should such Change Request be agreed and, where a Change Request would require an amendment to the Security Management Plan, the Supplier shall set out any proposed amendments to the documentation in the Impact Assessment associated with such Change Request for consideration and approval by the Buyer.
- 6.17 The Supplier shall be solely responsible for the costs associated with developing and updating the Security Management Plan and carrying out any remedial action required by the Buyer as part of the Accreditation process.

7. Certification Requirements

- 7.1 The Supplier shall ensure, at all times during the Call-Off Contract Period, that it is certified as compliant with:
 - 7.1.1 ISO/IEC 27001:2013 by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and
 - 7.1.2 Cyber Essentials PLUS, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme), and shall provide the Buyer with a copy of each such certificate of compliance before the Supplier or the relevant Subcontractor (as applicable) shall be permitted to use the Core Information Management System to receive, store or Process any Government Data.
- 7.2 Notwithstanding anything else in this Contract, a CMIS Subcontractor shall be treated for all purposes as a Key Subcontractor.
- 7.3 In addition to the obligations contained in Joint Schedule 6 (Key Subcontractors), the Supplier must ensure that the Key Subcontract with each CIMS Subcontractor:

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- 7.3.1 contains obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Call-Off Schedule 6 (Security Management); but
 - 7.3.2 provides for the Buyer to perform Accreditation of any part of the Core Information Management System that the CIMS Subcontractor provides or operates which is not otherwise subject to Accreditation under this Call-Off Schedule 6 (Security Management).
 - 7.4 The Supplier shall ensure that each Higher Risk Subcontractor is certified as compliant with either:
 - 7.4.1 ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; or
 - 7.4.2 Cyber Essentials PLUS, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme),
- and shall provide the Buyer with a copy of each such certificate of compliance before the Higher-Risk Subcontractor shall be permitted to receive, store or Process Government Data.
- 7.5 The Supplier shall ensure that each Medium Risk Subcontractor is certified compliant with Cyber Essentials, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme).
 - 7.6 The Supplier shall ensure that the Supplier and each Subcontractor who is responsible for the secure destruction of Government Data:
 - 7.6.1 securely destroys Government Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and
 - 7.6.2 are certified as compliant with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard or an alternative standard as agreed by the Buyer.

The Supplier shall provide the Buyer with evidence of its and its Subcontractor's compliance with the requirements set out in this Paragraph before the Supplier or the relevant Subcontractor (as applicable) shall be permitted to carry out the secure destruction of the Government Data.

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7.7 The Supplier shall notify the Buyer as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Subcontractor ceases to be compliant with the Certification Requirements and, on request from the Buyer, shall or shall procure that the relevant Subcontractor shall:

7.7.1 immediately ceases using the Government Data; and

7.7.2 procure that the relevant Subcontractor promptly returns, destroys and/or erases the Government Data in accordance with Baseline Security Requirements.

7.8 The Buyer may agree to exempt in whole or part the Supplier or any Subcontractor from the Certification Requirements. Any exemption must be in writing to be effective. The Supplier must include the exemption in the Security Management Plan.

8. **Security Testing**

8.1 The Supplier shall, at its own cost and expense:

8.1.1 procure testing of the Core Information Management System by a CHECK Service Provider or a CREST Service Provider (an **"IT Health Check"**): prior to it submitting the Security Management Plan to the Buyer for an Accreditation Decision; if directed to do so by the Buyer; and once every 12 months during the Call-Off Contract Period.

8.1.2 conduct vulnerability scanning and assessments of the Core Information Management System monthly;

8.1.3 conduct an assessment as soon as reasonably practicable following receipt by the Supplier or any of its Subcontractors of a critical vulnerability alert from a supplier of any software or other component of the Core Information Management System to determine whether the vulnerability affects the Core Information Management System; and

8.1.4 conduct such other tests as are required by:

(a) any Vulnerability Correction Plans;

(b) the ISO27001 certification requirements;

(c) the Security Management Plan; and

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- (d) the Buyer following a Breach of Security or a significant change to the components or architecture of the Core Information Management System,

(each a "**Security Test**").

8.2 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, and in any case within 10 Working Days, after completion of each Security Test.

8.3 In relation to each IT Health Check, the Supplier shall:

8.3.1 agree with the Buyer the aim and scope of the IT Health Check;

8.3.2 promptly, and in any case no later than 10 Working Days, following receipt of each IT Health Check report, provide the Buyer with a copy of the IT Health Check report;

8.3.3 in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:

(a) prepare a remedial plan for approval by the Buyer (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the IT Health Check report:

(i) how the vulnerability will be remedied;

(ii) the date by which the vulnerability will be remedied;

(iii) the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include a further IT Health Check) to confirm that the vulnerability has been remedied;

(b) comply with the Vulnerability Correction Plan; and

(c) conduct such further Security Tests on the Core Information Management System as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.

8.4 The Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing,

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content and conduct of such Security Tests shall be agreed in advance with the Buyer.

- 8.5 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. Without prejudice to the Supplier's obligations under Paragraph 8.3, 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, and in any case no later than 10 Working Days, after completion of each Security Test.
- 8.6 The Buyer and/or its authorised representatives shall be entitled, at any time and without giving notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the Service, the Information Management System and/or the Supplier's compliance with the Security Management Plan ("**Buyer Security Tests**"). The Buyer shall take reasonable steps to notify the Supplier prior to carrying out such Buyer Security Test to the extent that it is reasonably practicable for it to do so taking into account the nature of the Buyer Security Test.
- 8.7 The Buyer shall notify the Supplier of the results of such Buyer Security Tests after completion of each Buyer Security Test.
- 8.8 The Buyer Security Tests shall be designed and implemented so as to minimise their impact on the delivery of the Services. If a Buyer Security Test causes Supplier Non-Performance, the Buyer Security Test shall be treated as an Authority Cause for the purposes of Clause 5.1 of the Core Terms, except where the root cause of the Supplier Non-Performance was a weakness or vulnerability exposed by the Buyer Security Test.
- 8.9 Without prejudice to the provisions of Paragraph 8.3.3, where any Security Test carried out pursuant to this Paragraph 8 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 Core Information Management System and/or 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 Core Information Management System and/or 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.
- 8.10 If the Buyer unreasonably withholds its approval to the implementation of any changes proposed by the Supplier to the Security Management Plan in accordance with Paragraph 8.8 above, the Supplier shall not be deemed to

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be in breach of this Call-Off Contract to the extent it can be shown that such breach:

- 8.10.1 has arisen as a direct result of the Buyer unreasonably withholding its approval to the implementation of such proposed changes; and
 - 8.10.2 would have been avoided had the Buyer given its approval to the implementation of such proposed changes.
- 8.11 For the avoidance of doubt, where a change to the Core Information Management System and/or the Security Management Plan is required to remedy non-compliance with the Risk Management Documentation, the Baseline Security Requirements and/or any obligation in this Call-Off Contract, the Supplier shall effect such change at its own cost and expense.
- 8.12 If any repeat Security Test carried out pursuant to Paragraph 8.9 reveals an actual or potential Breach of Security or weakness exploiting the same root cause failure, such circumstance shall constitute a material Default and the Buyer may by terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.
- 8.13 The Supplier shall, by 31 March of each year during the Call-Off Contract Period, provide to the Buyer a letter from its chief executive officer (or equivalent officer) confirming that having made due and careful enquiry:
 - 8.13.1 the Supplier has in the previous year carried out all tests and has in place all procedures required in relation to security matters under this Call-Off Contract; and
 - 8.13.2 the Supplier is confident that its security and risk mitigation procedures with respect to the Services remain effective.

9. Vulnerabilities and Corrective Action

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.
- 9.2 The severity of 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 Security Management Plan and using the appropriate vulnerability scoring systems including:

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- 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 at <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 Subject to Paragraph 9.4, the Supplier shall procure the application of security patches to vulnerabilities in the Core Information Management System within:
 - 9.3.1 7 days after the public release of patches for those vulnerabilities categorised as 'Critical';
 - 9.3.2 30 days after the public release of patches for those vulnerabilities categorised as 'Important'; and
 - 9.3.3 60 days after the public release of patches for those vulnerabilities categorised as 'Other'.
- 9.4 The timescales for applying patches to vulnerabilities in the Core Information Management System set out in Paragraph 9.3 shall be extended where:
 - 9.4.1 the Supplier can demonstrate that a vulnerability in the Core Information Management System is not exploitable within the context of the Services (e.g. because it resides in a Software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 9.3 if the vulnerability becomes exploitable within the context of the Services;
 - 9.4.2 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
 - 9.4.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan.
- 9.5 The Security Management Plan shall include provisions for major version upgrades of all COTS Software to be kept up to date such that all COTS

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Software are always in mainstream support throughout the Call-Off Contract Period unless otherwise agreed by the Buyer in writing.

9.6 The Supplier shall:

- 9.6.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by NCSC, or any other competent Central Government Body;
- 9.6.2 promptly notify NCSC of any actual or sustained attempted Breach of Security;
- 9.6.3 ensure that the Core Information Management System is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
- 9.6.4 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the Core Information Management System by actively monitoring the threat landscape during the Call-Off Contract Period;
- 9.6.5 pro-actively scan the Core Information Management System for vulnerable components and address discovered vulnerabilities through the processes described in the Security Management Plan;
- 9.6.6 from the date specified in the Accreditation Plan and within 5 Working Days of the end of each subsequent month during the Call-Off Contract Period, provide the Buyer with a written report which details both patched and outstanding vulnerabilities in the Core Information Management System, the 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 and any failure to comply with the timescales set out in Paragraph 9.3 for applying patches to vulnerabilities in the Core Information Management System;
- 9.6.7 propose interim mitigation measures to vulnerabilities in the Core Information Management System known to be exploitable where a security patch is not immediately available;
- 9.6.8 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 Core Information Management System); and

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- 9.6.9 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 Core Information Management System and provide initial indications of possible mitigations.
- 9.7 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under Paragraph 10, the Supplier shall immediately notify the Buyer.
- 9.8 If the Supplier fails to patch vulnerabilities in the Core Information Management System in accordance with Paragraph 9.3, such failure shall constitute a material Default and the Buyer may by terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.

10. **Malicious Software**

- 10.1 The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Government Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.
- 10.2 If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
- 10.3 any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 10.2 shall be borne by the Parties as follows:
 - 10.3.1 by the Supplier where the Malicious Software originates from the Supplier Software, the Third-Party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 10.3.2 otherwise by the Buyer.

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11. Breach of Security

11.1 If either Party becomes aware of a Breach of Security or an attempted Breach of Security it shall notify the other in accordance with the security incident management process as set out in the Security Management Plan.

11.2 The security incident management process set out in the Security Management Plan shall, as a minimum, require the Supplier upon becoming aware of a Breach of Security or an attempted Breach of Security to:

11.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer which shall be completed within such timescales as the Buyer may reasonably require) necessary to:

- (a) minimise the extent of actual or potential harm caused by such Breach of Security;
- (b) remedy such Breach of Security to the extent possible and protect the integrity of the Information Management System against any such potential or attempted Breach of Security;
- (c) apply a tested mitigation against any such Breach of Security or potential 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 deliver the Services so as to meet any Performance Indicator, the Supplier shall be granted relief against the failure to meet such affected Performance Indicator for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier; and
- (d) prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure;

11.2.2 as soon as reasonably practicable and, in any event, within 2 Working Days, following the Breach of Security or attempted Breach of Security, provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

11.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security which occurred as a result of non-compliance of the Information Management System and/or the Security Management Plan with the Baseline Security Requirements and/or this Call-Off Contract, then such action and any required change to the Information Management

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System and/or Security Management Plan shall be completed by the Supplier at no cost to the Buyer.

- 11.4 If the Supplier fails to comply with its obligations set out in this Paragraph 11, such failure shall constitute a material Default, which if not remedied to the satisfaction of the Buyer, shall permit the Buyer to terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.

12. Data Processing, Storage, Management and Destruction

- 12.1 In addition to the obligations on the Supplier set out Clause 14 of the Core Terms (Data Protection) in respect of Processing Personal Data and compliance with the DPA, the Supplier shall:

- 12.1.1 Process Government Data only in the UK, except where the Buyer has given its consent in writing to a transfer of the Government Data to such other country;
- 12.1.2 on demand, provide the Buyer with all Government Data in an agreed open format;
- 12.1.3 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
- 12.1.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer; and
- 12.1.5 securely destroy all media that has held Government Data at the end of life of that media in accordance with any specific requirements in this Call-Off Contract and, in the absence of any such requirements, as directed by the Buyer.

Annex 4: Baseline Security Requirements

1. Security Classification of Information

- 1.1 If the provision of the Services requires the Supplier to Process Government Data which is classified as:
 - 1.1.1 OFFICIAL-SENSITIVE, the Supplier shall implement such additional measures as agreed with the Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards; and/or
 - 1.1.2 SECRET or TOP SECRET, the Supplier shall only do so where it has notified the Buyer prior to receipt of such Government Data and the Supplier shall implement additional measures as agreed with the Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards.

2. End User Devices

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

3. Networking

The Supplier shall ensure that any Government Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

4. Personnel Security

- 4.1 All Supplier Staff shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality

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and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record.

- 4.2 The Buyer and the Supplier shall review the roles and responsibilities of the Supplier Staff who will be involved in the management and/or provision of the Services in order to enable the Buyer to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process Government Data or data which is classified as OFFICIAL-SENSITIVE.
- 4.3 The Supplier shall not permit Supplier Staff who fail the security checks required by Paragraphs 4.1 and 4.2 to be involved in the management and/or provision of the Services except where the Buyer has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services.
- 4.4 The Supplier shall ensure that Supplier Staff are only granted such access to Government Data as is necessary to enable the Supplier Staff to perform their role and to fulfil their responsibilities.
- 4.5 The Supplier shall ensure that Supplier Staff who no longer require access to the Government Data (e.g. they cease to be employed by the Supplier or any of its Subcontractors), have their rights to access the Government Data revoked within 1 Working Day.

5. **Identity, Authentication and Access Control**

- 5.1 The Supplier shall operate an access control regime to ensure:
 - 5.1.1 all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the Services; and
 - 5.1.2 all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.
- 5.2 The Supplier shall apply the 'principle of least privilege' when allowing persons access to the Supplier System and Sites so that such persons are allowed access only to those parts of the Sites and the Supplier System they require.
- 5.3 The Supplier shall retain records of access to the Sites and to the Supplier System and shall make such record available to the Buyer on request.

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6. **Audit and Protective Monitoring**

- 6.1 The Supplier shall collect audit records which relate to security events in Core Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Core Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Government Data.
- 6.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the Core Information Management System.
- 6.3 The retention periods for audit records and event logs must be agreed with the Buyer and documented in the Security Management Plan.

7. **Secure Architecture**

- 7.1 The Supplier shall design the Core Information Management System in accordance with:
 - 7.1.1 the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;
 - 7.1.2 the NCSC "Bulk Data Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main>; and
 - 7.1.3 the NSCS "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles> and which are summarised below:
 - 7.1.3.1 "Cloud Security Principle 1: data in transit protection" which, amongst other matters, requires that user data transiting networks should be adequately protected against tampering and eavesdropping;
 - 7.1.3.2 "Cloud Security Principle 2: asset protection and resilience" which, amongst other matters, requires that user data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure;

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- 7.1.3.3 "Cloud Security Principle 3: separation between users" which, amongst other matters, requires that a malicious or compromised user of the service should not be able to affect the service or data of another;
- 7.1.3.4 "Cloud Security Principle 4: governance framework" which, amongst other matters, requires that the Supplier should have a security governance framework which coordinates and directs its management of the Services and information within it;
- 7.1.3.5 "Cloud Security Principle 5: operational security" which, amongst other matters, requires that the Services need to be operated and managed securely in order to impede, detect or prevent a Breach of Security;
- 7.1.3.6 "Cloud Security Principle 6: personnel security" which, amongst other matters, requires that where Supplier Staff have access to Government Data and/or the Buyer System that those personnel be subject to appropriate security screening and regular security training;
- 7.1.3.7 "Cloud Security Principle 7: secure development" which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;
- 7.1.3.8 "Cloud Security Principle 8: supply chain security" which, amongst other matters, requires the Supplier to ensure that appropriate security controls are in place with its Subcontractors and other suppliers;
- 7.1.3.9 "Cloud Security Principle 9: secure user management" which, amongst other matters, requires the Supplier to make the tools available for the Buyer to securely manage the Buyer's use of the Service;
- 7.1.3.10 "Cloud Security Principle 10: identity and authentication" which, amongst other matters, requires the Supplier to implement appropriate controls in order to ensure that access to Service interfaces is constrained to authenticated and authorised individuals;
- 7.1.3.11 "Cloud Security Principle 11: external interface protection" which, amongst other matters, requires that all external or

less trusted interfaces with the Services should be identified and appropriately defended;

- 7.1.3.12 "Cloud Security Principle 12: secure service administration" which, amongst other matters, requires that any ICT system which is used for administration of a cloud service will have highly privileged access to that service;
- 7.1.3.13 "Cloud Security Principle 13: audit information for users" which, amongst other matters, requires the Supplier to be able to provide the Buyer with the audit records it needs to monitor access to the Service and the Government Data held by the Supplier and/or its Subcontractors;
- 7.1.3.14 "Cloud Security Principle 14: secure use of the service" which, amongst other matters, requires the Supplier to educate Supplier Staff on the safe and secure use of the Information Management System.

Annex 5: Security Requirements for Sub-contractors

1. Application of Annex

- 1.1 This Annex applies to all Sub-contractors that Process Government Data.
- 1.2 The Supplier must:
 - 1.2.1 ensure that those Sub-contractors comply with the provisions of this Annex;
 - 1.2.2 keep sufficient records to demonstrate that compliance to the Buyer; and
 - 1.2.3 ensure that its Implementation Plan includes Deliverable Items, Milestones and Milestone Dates that relate to the design, implementation and management of any systems used by Sub-contractors to Process Government Data.

2 Designing and managing secure solutions

- 2.1 The Sub-contractor shall implement their solution(s) to mitigate the security risks in accordance with the NCSC's Cyber Security Design Principles <https://www.ncsc.gov.uk/collection/cyber-security-design-principles>.
- 2.2 The Sub-contractor must assess their systems against the NCSC Cloud Security Principles: <https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles> at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. The Sub-contractor must document that assessment and make that documentation available to the Buyer on the Buyer's request.

3 Data Processing, Storage, Management and Destruction

- 3.1 The Sub-contractor must not Process any Government Data outside the UK. The Buyer may permit the Sub-contractor to Process Government Data outside the UK and may impose conditions on that permission, with which the Sub-contractor must comply. Any permission must be in writing to be effective.
- 3.2 The Sub-contractor must securely erase any or all Government Data held by the Sub-contractor when requested to do so by the Buyer; and securely destroy all media that has held Government Data at the end of life of that media in accordance with the NCSC Assured Service (CAS) Service

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Requirement Sanitisation Standard, or an alternative agreed in writing by the Buyer.

4. **Personnel Security**

- 4.1 The Sub-contractor must perform appropriate checks on their staff before they may participate in the provision and or management of the Services. Those checks must include all pre-employment checks required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; verification of the individual's employment history; and verification of the individual's criminal record. The HMG Baseline Personnel Security Standard is at <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>.
- 4.2 The Sub-contractor must, if the Buyer requires, at any time, ensure that one or more of the Sub-contractor's staff obtains Security Check clearance in order to Process Government Data containing Personal Data above certain volumes specified by the Buyer, or containing Special Category Personal Data.
- 4.3 Any Sub-contractor staff who will, when performing the Services, have access to a person under the age of 18 years must undergo DBS checks

5. **End User Devices**

- 5.1 The Sub-contractor shall ensure that any Government Data stored (for any period of time) on a mobile, removable or physically uncontrolled device is encrypted. The Sub-contractor must follow the Information Commissioner's Office guidance on implementing encryption, which can be found at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/security/encryption/>.
- 5.2 The Supplier shall ensure that any device used to Process Government Data meets all the security requirements set out in the NCSC End User Devices Platform Security Guidance, which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

6. **Networking**

The Supplier shall ensure that any Government Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

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7. Patching and Vulnerability Scanning

- 7.1 The Sub-contractor must proactively monitor supplier vulnerability websites and ensure all necessary patches and upgrades are applied to maintain security, integrity and availability in accordance with the NCSC Cloud Security Principles.

8. Third Party Subcontractors

- 8.1 The Sub-contractor must not transmit or disseminate the Government Data to any other person unless specifically authorised by the Buyer. Such authorisation must be in writing to be effective and may be subject to conditions.
- 8.2 The Sub-contractor must not, when performing any part of the Services, use any software to Process the Government Data where the licence terms of that software purport to grant the licensor rights to Progress the Government Data greater than those rights strictly necessary for the use of the software.

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Annex 6

Security Management Plan Template



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Management Plan Ter

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Call-Off Schedule 9 B - (Security)

For contracts outside of the CSHR contract

NOT USED

Call-Off Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;

"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
 - 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").
- 2.3 The Supplier shall:
 - 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its

nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - a) every twelve months throughout the Contract Period; and
 - b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

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

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any

other reports nor to any other of the Supplier's obligations under this Contract;

- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

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

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - a) the Exclusive Assets that are not Transferable Assets; and
 - b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
- in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

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

9. No charges

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

10 Dividing the bills

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

Call-Off Ref:

Call-Off Schedule 11 (Installation Works)

1. When this Schedule should be used

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

2. How things must be installed

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

Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

2. Definitions

- 2.1 **“Cluster Members”** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

- 1.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 1.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.
- 1.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 1.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 1.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 1.6 The enforcement rights granted to Cluster Members under Paragraph 1.4 are subject to the following provisions:
 - 1.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
 - 1.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and

- 1.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.
- 1.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
 - 1.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
 - 1.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
 - 1.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
 - 1.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
 - 1.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
 - 1.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
 - 1.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

Annex A – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms
[]	[]	[]	[]
[]	[]	[]	[]
[]	[]	[]	[]
[]	[]	[]	[]

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. definitions

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

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

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan **To be agreed by Contracting Authority/Supplier.** days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must cover all aspects of the Services and the Supplier's obligations under this Call-Off Contract, including any under Call-off Schedule 9A Security (for CSHR);
 - 2.2.2 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.3 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the

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

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

3. Reviewing and changing the Implementation Plan

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

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand and plan for the implementation of the security measures required by Call-Off Schedule 9 A - Security (for CSHR) to be in place before the Call-Off Start Date. The Supplier shall ensure that the relevant obligations are reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's personnel security requirements as described in Paragraph 4.1 of Call-Off Schedule 9 A – Security (for CSHR).
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.

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

5. What to do if there is a Delay

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

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;

- 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - 6.1.2.1 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - 6.1.2.2 the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Implementation Plan

- 7.1 The Implementation Period will be a **To be agreed by Contracting Authority/Supplier**. Month period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:

- 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
- 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
 - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
 - 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - 7.5.3.1 the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - 7.5.3.2 the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
 - 7.5.4 manage and report progress against the Implementation Plan;
 - 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
 - 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
 - 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

Call-Off Schedule 13: (Implementation Plan and Testing) – RM6145

Call-Off Ref:

Crown Copyright 2019

Framework Ref: RM6145 Learning and Development Framework

Project Version: v1.0

Model Version: v3.2

Call-Off Schedule 13: (Implementation Plan and Testing) – RM6145

Call-Off Ref:

Crown Copyright 2019

Annex 1: Implementation Plan

To be agreed by Contracting Authority/Supplier.

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

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments	Delay Payments
[]	[]	[]	[]	[]	[]	[]
The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing) For the purposes of Paragraph 9.1.2 the Delay Period Limit shall be agreed by the contracting authority/supplier.						

Part B - Testing

1. Definitions

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

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

2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
 - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

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

4. Preparing for Testing

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

5. Passing Testing

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

6. How Deliverables will be tested

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

7. Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with

the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.

- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and

the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9. Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.

- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11. Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

- 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
 - 11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

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

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

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

2. Severity 2 Error

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

3. Severity 3 Error

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

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

5. Severity 5 Error

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

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

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

2. What happens if you don't meet the Service Levels

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 the Service Level Failure:

(a) exceeds the relevant Service Level Threshold;

- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

L2020 Service Credit Approach

Service Credits Grace Period - The Supplier's liability to pay service credits will be subject to an initial grace period of three (3) calendar months, beginning once both parties have signed the contract, in order to allow the services to be "bedded in".

- During this period the Supplier will be required to report performance against SLAs and address any underperformance however any failures would not be deemed to be formal SLA failures and Service Credits would not apply.
- A further grace period may be considered, and this will be at the sole discretion of the Buyer.

1.1 Para 1.9 below sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given service period which, for the purpose of this Call Off Schedule 6, shall be a recurrent period of one calendar Month during the Call Off Contract Period (the "Service Period").

1.2 Para 1.13 below details each of the Service Levels Measures to which this Service Credit regime applies.

1.3 CSHR shall use the Performance Monitoring Reports provided by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.

1.4 CSHR, as the Buyer on behalf of its customer users, reserves the right to recover any service credits due on behalf of the customer users, and can request payment in full of any service credits owed at any time.

1.5 The Supplier shall pay to CSHR, on receipt of a valid invoice, the value of any service credits quarterly, via a method and process to be agreed during implementation, calculated using the formula in Para 1.9 below.

1.6 Performance against Service Credits will be monitored in each calendar month, (or pre-agreed milestones, where these are longer or shorter than a calendar month), using performance reports to be agreed during implementation.

1.7 The monthly Call Off Contract Charges will be based on the total value of invoices (NET) for the calendar month in which the performance was below the performance level agreed in Call-off Schedule 14 (or otherwise amended in writing, signed by both parties), as per the calculation formula in 1.9 of this agreement.

1.8 The authority shall be entitled to Service Credits calculated to the nearest penny (standard rounding rules apply) in the event that any Service Level falls below the relevant Service Level Target measured on a monthly basis.

Calculating Service Credits

1.9 Where the Service Level Target has not been met in the previous month the amount of the Service Credit shall be calculated using the formula below:

Formula:

$x\% \text{ (Service Level Performance Measure)} - (\text{minus}) x\% \text{ (actual Service Level performance)}$

= **x%** of the monthly
Call Off Contract
Charges payable to
the Customer as
Service Credits

Worked example:

95% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion **(SLA1.01 of ANNEX A TO PART A) of Customer Service Support**) - **(minus)** **91%** (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period)

= **4%** of the monthly
Call Off Contract
Charges payable to
the Customer as
Service Credits

Service Credit calculation for Quality SLA 3.05

Worked example: 8 (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion (**SLA3.05 of ANNEX A TO PART A) of Quality**) - (**minus**) 7.9 (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period 8-7.9 = 0.1 where 0.1 equates to 1%) = **1%** of the monthly Call Off Contract Charges payable to the Customer as Service Credits

1.10 Service Performance and Credits are cumulative (that is Service Credits for all Service Level Targets that have not been met or exceeded shall be added together to make the total Service Credit payable, up to the Service Credit Cap in 1.13) for that month).

1.11 The Parties agree that Service Credits are a non-exclusive remedy, without prejudice to any rights or remedies of the authority under the Agreement or at Law including any entitlement that the authority may have to damages and/or to terminate.

1.12 For the purpose of the Service Credit calculations in Para 1.9 above, each 1% below the agreed Service Level = 1% of the monthly Call Off Contract Charges

SERVICE CREDIT CAP

1.13 For the purposes of the Contract the "Service Credit Cap" means, for each performance period a sum equal to five per cent (5%) of the total Call Off Contract Charges (NET) paid or payable for each calendar Month.

1.14 For avoidance of doubt the SLAs for which Service Credits will be applied are as follows:

SLAs to which Service Credits will be applicable are as follows:

1.03, 2.07, 2.08, 3.05, 4.01, 5.01, 6.02

Annex A to Part A: Services Levels

Ref	SLAs – Principles for The CSHR call off contract
1	We reserve the right to amend the SLAs throughout the contacts' duration with the agreement of the Supplier. This may include: amending the existing SLAs, including additional SLAs, and removing existing SLAs.
2	The purpose of the Civil Service Learning SLA's are to capture the key volume services delivered through the contracts. We recognise that there are additional services that will be delivered and which are not captured by a SLA, and in these cases, the service level expectation is set in the Specification of Learning Requirements.
3	The SLAs describe the services that will be delivered by the suppliers. It is important to acknowledge that there are some SLAs where the suppliers' ability to deliver the SLA will be contingent upon the Civil Service. For example, in a situation where the supplier has a legitimate query/ question to be resolved before the service can be delivered, it is reasonable for the supplier to expect that the Civil Service will turn around the response within agreed timelines. Furthermore, the Civil Service will not hold the supplier responsible for delays caused by the customer, or the period of the customer's delay. In such circumstances, the clock will be stopped until the issue is resolved.
4	The SLAs have been developed to take into account the performance of incumbent suppliers as well as those who are new to working with the Civil Service.
5	The SLAs that refer to Lots 1 and 2, will also refer to Lot 3. The SLAs that refer to Lots 4 and 5, will also refer to Lot 6.
6	Service Level Performance Measure applies to the supplier's overall monthly performance.

Category	SLA No.	Lot 1	Lot 2	Lot 4	Lot 5	Service Level Performance Criterion	Service Level Performance Measure	Critical Performance Level	Service Credits Apply
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Customer service	1.01	Yes	No	No	No	Service Integrator: All calls are answered within 20 seconds between 8.30 – 17.30 Mon to Fri, excl. UK bank holidays (with service to leave messages when contacted out of hours and left messages responded to as a priority once working hours start).	At least 95%	90%	Yes (Lot 1 only)
Customer service	1.02	Yes	Yes	Yes	Yes	Resolution of enquiries to Customer's and/or Buyer's satisfaction within 5 working days of receipt, where within their delivery area.	At least 90%	85%	No
Customer service	1.03	Yes	Yes	Yes	No	Quote for delivering learning service provided within 5 working days from receipt of full scope document unless otherwise agreed	95%	85%	Yes
Course booking	2.01	Yes	Yes	Yes	Yes	Acknowledgement of booking request within one working hour of submission	At least 95%	90%	No
Course booking	2.02	Yes	Yes	Yes	Yes	Make first contact with customer/ buyer within 2 working days of receipt of query.	At least 95%	90%	No

Course booking	2.03	No	Yes	No	No	Booking confirmation for closed booking requests for standard non bespoke courses from the catalogue to be provided within 5 working days	At least 95%	90%	No
Course booking	2.04	No	Yes	No	No	All bookings for open standard, courses from the catalogue are to be confirmed within 10 working days.	At least 95%	85%	No
Course booking	2.05	Yes	Yes	Yes	No	The principle is that materials should be digital by default. When this is not the case, and the venue is on government estates the materials must be received, at the venue, the minimum of one working day in advance of the agreed course starting time.	100%	95%	No
Course booking	2.06	Yes	Yes	Yes	No	Joining instructions to be issued for agreed dates - adhering to a minimum of 10 working days ahead of the event unless otherwise agreed.	At least 95%	80%	No

Course Booking	2.07	Yes	Yes	Yes	Yes	All workplace reasonable adjustments to be agreed a minimum of 10 working days ahead of undertaking a specific learning intervention.	95%	85%	Yes
Course booking	2.08	Yes	Yes	Yes	No	Supplier distributes pre-course work to learners/ delegates a minimum of 10 working days ahead of them attending the learning intervention unless otherwise required by the learner.	100%	90%	Yes
Course booking	2.09	Yes	Yes	Yes	Yes	In the case where a supplier has to cancel a course due to unforeseeable circumstances within the four-week period before an event runs, the customer has to be informed at least 5 working days ahead of learning intervention.	100%	90%	No
Quality	3.01	Yes	Yes	Yes	Yes	Cumulative delegate evaluation scores show that course published objectives/outcomes were met	At least 80%	75%	No
Quality	3.02	Yes	Yes	Yes	Yes	Cumulative delegate evaluation scores show that the activity promotes learning transfer	At least 80%	75%	No

Quality	3.03	Yes	Yes	Yes	Yes	Cumulative delegate evaluation scores show that the hygiene factors were satisfactory (when the venue is not government estate)	A mean average of at least 7 out of 10	Less than a mean average of 6 out of 10	No
Quality	3.04	Yes	Yes	Yes	Yes	Cumulative delegate evaluation scores show that the trainer/facilitator was of good quality overall	A mean average of at least 8 out of 10	Less than a mean average of 7 out of 10	No
Quality	3.05	Yes	Yes	Yes	Yes	Cumulative delegate evaluation scores show that the course was of good quality overall	A mean average of at least 8 out of 10	Less than a mean average of 7 out of 10	Yes
Performance Management	4.01	Yes	Yes	Yes	Yes	Performance management information shall be accurate and available "just in time" through a live dashboard with specific indicators to the Authority, with evidence that the management information is accurate.	At least 99% accuracy/completeness of all data	90%	Yes
Invoice	5.01	Yes	Yes	Yes	Yes	Supplier issues invoice to customer and/or buyer within 30 calendar days of learning being delivered.	100%	90%	Yes

Call-Off Ref:

Invoice	5.02	Yes	Yes	Yes	Yes	Queried invoices from customers and/ or buyers to be resolved with 10 working days	100%	90%	No
Invoice	5.03	Yes	Yes	Yes	Yes	Subcontractors paid as per the timescales agreed within this contract.	100%	90%	No
Contract Management	6.01	Yes	Yes	Yes	Yes	New suppliers need to be available for delivering learning solutions within 20 working days after being identified by the customer and/or buyer.	95%	85%	No
Contract Management	6.02	Yes	Yes	Yes	Yes	Learning services to be delivered within the timescales agreed by the customers and/ or buyers, and the supplier.	100%	95%	Yes
Contract Management	6.03	Yes	Yes	Yes	Yes	Suppliers and subcontractors to be security accredited within the timescales stipulated in Annex 2 of the Security Schedule.	100%	95%	No
		Lot 1	Lot 2	Lot 4	Lot 5				
	No of SLAs / Lot	21	22	20	16				

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

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

1. Definitions

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

"Operational Board" the board established in accordance with paragraph 4.1 of this Schedule;

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

2. Project Management

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

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

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

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

- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
- 3.1.3 able to cancel any delegation and recommence the position himself; and
- 3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

4. Role of the Operational Board

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

5. Contract Risk Management

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

Annex: Contract Boards

The Parties agree to operate the boards outlined in the table below as a minimum. The detailed Governance requirements will be outlined in an Operational Schedule which will be agreed during Implementation.

Governance Board	Frequency
Contract Management Review meetings	Monthly
Contract Management Board meetings	Quarterly
Operational Delivery meetings	Monthly
Operational Delivery Board meetings	Quarterly

Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

1.1 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 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 Benchmarking Rates, that based on an analysis of Equivalent Data, the Benchmarking 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.

2. When you should use this Schedule

2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.

2.2 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.

2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 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.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 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.
- 3.1.7 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.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
 - a) a proposed cost and timetable for the Benchmark Review;

- b) 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
 - c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 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.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
 - a) 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:
 - i) market intelligence;
 - ii) the benchmarker's own data and experience;
 - iii) relevant published information; and
 - iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - c) using the Equivalent Data, calculate the Upper Quartile;
 - d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 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.
- 3.2.7 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:

- a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- b) exchange rates;
- c) 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.

3.3 Benchmarking Report

- 3.3.1 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;
- 3.3.2 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:
 - a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - b) 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
 - c) 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.
- 3.3.3 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 (Changing the contract).

Call-Off Schedule 17 (MOD Terms)

NOT USED

Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

2. Definitions

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

3. Relevant Convictions

3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- a) carry out a check with the records held by the Department for Education (DfE);
- b) conduct thorough questioning regarding any Relevant Convictions; and
- c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),
and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Annex 1 – Relevant Convictions

Mandatory Exclusion Grounds

1. Public Contract Regulations 2015 R57(1), (2) and (3) Public Contract Directives 2014/24/EU Article 57(1) Participation in a criminal organisation

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

2. Corruption

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

3. Fraud

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

4. Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

5. Money laundering or terrorist financing

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

6. Child labour and other forms of trafficking human beings

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994 An offence under section 2 or

section 4 of the Modern Slavery Act 2015 **Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

7. Other offences

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

8. Discretionary exclusions

Obligations in the field of environment, social and labour law.

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.

- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

8.1 Bankruptcy, insolvency

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

Grave professional misconduct

Guilty of grave professional misconduct

8.2 Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

8.3 Conflict of interest

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

8.4 Prior performance issues

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

8.5 Misrepresentation and undue influence

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

8.6 Additional exclusion grounds

Breach of obligations relating to the payment of taxes or social security contributions.

8.6.1 ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

8.6.2 Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

Call-Off Schedule 19 (Scottish Law)

NOT USED

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.

The table below outlines the documents which make up the Call-off Specification and their version number for reference:

Document Title	Version
Call-off Statement of Requirements	v0.6
Operational Schedule 1 – Learning Operating Model (LOM) – L0 Learning Operating Model*	v1.2
Operational Schedule 1 – Learning Operating Model (LOM) – L1 Learning Operating Model*	v1.3
Operational Schedule 1 – Learning Operating Model (LOM) – Service Delivery Model*	v5.0
Operational Schedule 3 – Governance Framework*	
Annex 1 – Framework Schedule 1 (Specification)	v1.0

* The Operational Schedules referenced as part of the Call-off Specification will be subject to operational change management processes rather than the contractual change management procedure.

Call-Off Schedule 21 (Northern Ireland Law)

NOT USED

Call-Off Schedule 22 (Lease Terms)

NOT USED

APPENDIX 1- Collaboration Agreement for CSHR only

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Dated Friday 2nd October 2020

Between

- (1) **The Minister for the Cabinet Office** whose principal place of business is at 70 Whitehall, Westminster, London SW1A 2AS, acting as part of the Crown (the **"Authority"**); and
- (2) Each of the Learning Suppliers who have separately entered into a valid Accession Agreement in the form set out at Schedule 1 to this Agreement (a **"Supplier"** and together, the **"Suppliers"**).

Recitals

- A The Authority has entered into various Call-Off Agreements with Framework Suppliers under Framework Agreement RM6145 for the provision of learning services which form part of an overall end-to-end Learning Service which is managed and coordinated for the Authority by the Service Integrator.
- B In connection with their respective Supplier Agreements with the Authority, the Suppliers wish to enter into this Agreement with the Authority and with each other in order to ensure the smooth and effective delivery of an end-to-end service to the Authority and the End Users and to document in the necessary level of detail the particulars and dependencies of the manner in which they will co-operate with the Authority and the Service Integrator in providing their Services as part of the end-to-end Learning Service.

It is agreed:

1 Definitions and Interpretation

- 1.1 In this Agreement, the following capitalised expressions shall have the meanings set out below:

"Accession Agreement"	an accession agreement in the form set out in Schedule 1;
"Agreement"	means this agreement including the schedules and any documents annexed thereto;
"Authority's Requirements"	means the Authority's specifications and any other requirements as set out in this Agreement and in the Supplier's respective Supplier Agreements;
"BCDR Event"	means a failure and/or disruption to any of the services which form part of the Learning Service which means that a material part of the Learning remains unavailable for a period of to be confirmed;

"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> <p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p>
"Clauses"	means clauses 1 to 27 of this Agreement;
"Collaboration Agreement Effective Date"	the date of this Agreement as set out at the top of page 263;
"Confidential Information"	all information relating to any Party or its operation or business, products, developments, systems or plans supplied in connection with the Authority's Learning Services or generated by the receiving Party from such information (whether before or after the Collaboration Agreement Effective Date), including all analyses, compilations, studies and other documents whether prepared by or on behalf of a party which contain or otherwise reflect or are derived from such information;
"Core Terms"	means the core terms of the Supplier Agreements;
"Dependency"	means an obligation which needs to be fulfilled by a Supplier under this Agreement which another Party is dependent on in order to enable that Party to comply with its obligations under this Agreement and/or its Supplier Agreement;
"Default"	any breach of the obligations of a relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act,

	<p>omission, negligence or statement:</p> <p>a) in the case of the Authority, of its employees, servants, agents; or</p> <p>b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,</p> <p>in connection with or in relation to the subject-matter of this Agreement and in respect of which the relevant Party is liable to the other;</p>
"Dispute"	any dispute, difference, issue, claim or question of interpretation arising out of or in connection with this Agreement;
"End User"	means a user authorised by the Authority who accesses the Learning Services;
"Booking Details"	means all necessary identifying information submitted to a Learning Supplier by an End User for a booking;
"Framework Agreement"	means framework agreement reference RM6145;
"Framework Suppliers"	means suppliers that have been appointed to the Framework Agreement;
"Incumbent Supplier"	means any supplier, which provides services that are the same as or similar to any part of the Learning Services which are delivered to the Authority, immediately prior to the commencement date of a Supplier Agreement;
"Law"	any law, statute, 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, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Lot”	means a lot under the Framework Agreement;
“Learning Operating Model” or “LOM”	means the operating model document developed under this Agreement pursuant to Clause 9 (including its appendices);
“Learning Services”	means the entire end-to-end learning environment provided by the Learning Suppliers to the Authority, where each Supplier’s Supplier Agreement and the services provided thereunder forms a constituent and integrated part in that end-to-end environment;
“Learning Supplier”	a supplier that has been awarded a Supplier Agreement by the Authority under the Framework Agreement and provides services to the Authority as part of the Learning Services; and Learning Suppliers shall mean all of them;
“Management Information”	means the information which Suppliers are required to provide under this Agreement as more particularly set out in Clause 9 (Reporting) and in the LOM;

“MI Schedule”	means a schedule which sets out full details of the Management Information;
“Operational Services”	means the operational learning services which are to be delivered following successful implementation and transition to the new operating model at the go-live date;
"Parties"	means the Authority and the Suppliers together; and Party shall mean any one of them;
“Product Ordering Process”	means the process by which the Authority and/or End Users will place orders for services within the Learning Service, such process to be developed and set out as part of the LOM;
"Required Behaviours"	shall have the meaning set out in Clause 5;
“Replacement Suppliers”	means any supplier of Replacement Services (including the Authority where a service is brought back in-house);
“Replacement Services”	means any service, that is the same or similar to any of the services that are provided by a Supplier as part of the Learning Services, which replaces that part of the Learning Service (including where the service is brought back in-house);
“Service Integrator	means the Service Integrator’s Supplier Agreement;

Agreement"	
"Service Integrator Information"	means any information (including Confidential Information and Management Information) identified in the LOM, which is required to be shared by Suppliers to facilitate the Learning Service;
"Service Integrator"	means the Learning Supplier that provides the service integration and central coordination point for the Learning Services as notified to the Suppliers by the Authority;
"Schedules"	means schedules 1 to 3 of this Agreement;
"Supplier"	means each Learning Supplier that enters into an Accession Agreement;
"Supplier Agreement"	each of the call off contracts under the Framework Agreement between the Authority and each of the Suppliers (setting out services provided by that Supplier which form part of the Authority's Learning Services (including the Service Integrator Agreement));
"Supplier Personnel"	all directors, officers, employees, agents, consultants and contractors of a Supplier and/or of any sub-contractor engaged in the performance of the Supplier's obligations under this Agreement and its applicable Supplier Agreement;

“Supplier Non Performance”	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under this Agreement;
“Supplier Provider”	a sub-contractor or other supplier in a Learning Supplier’s supply chain pursuant to its Supplier Agreement which has responsibility for delivering services as part of the Learning Services;
"Supplier Review Meeting"	shall have the meaning set out in Clause 15;
“User Journey”	means the Authority’s summary of the various End User journeys for the Learning Service, which is available on request from the Authority;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales

1.2 Unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

- (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (e) 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”;
- (f) 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;
- (g) references to a defined term which is not listed in section 1.1 of this Agreement shall have the meaning given to it in the Core Terms (and for the purposes of interpretation of those definitions, this Agreement shall be a ‘Contract’);
- (h) the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (i) references to this Agreement are references to this Agreement as amended from time to time.

1.3 In entering into this Agreement the Authority is acting as part of the Crown.

1.4 The Suppliers acknowledge and agree that the obligations set out in this Agreement are in addition to the obligations set out in their respective Supplier Agreements. If there is any conflict between the Clauses and the Schedules to this Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Clauses; and
- (b) the Schedules.

1.5 If there is any conflict between this Agreement and any Supplier Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Supplier Agreement(s); and
- (b) this Agreement.

2 Joining Parties

2.1 The Authority shall have the sole and absolute right, at any time, to agree with a Learning Supplier that it will become a “Supplier” for the purposes of this

Agreement through the conclusion of an Accession Agreement.

- 2.2 The effectiveness of a Supplier's Supplier Agreement shall be on condition of execution of a valid Accession Agreement (except where the Authority has elected to waive this condition in its sole and absolute discretion).
- 2.3 All of the Parties to this Agreement prior to the conclusion of any Accession Agreement by another party, shall remain bound by the terms of this Agreement following conclusion of that Accession Agreement and in addition, from the date on which the relevant Accession Agreement was concluded, the new Learning Supplier which has acceded to this Agreement shall have all of the rights and obligations of a Supplier under this Agreement.
- 2.4 Following conclusion of a relevant Accession Agreement by a Learning Supplier, the Authority shall send a copy of the signed Accession Agreement to the Suppliers for information in accordance with Clause 21.

3 Term

- 3.1 This Agreement shall continue in full force and effect from the Collaboration Agreement Effective Date until the expiry of the Service Integrator Agreement, unless previously terminated in accordance with the termination provisions contained in Clause 4.

4 Termination

- 4.1 This Agreement shall terminate:
 - (a) on termination or expiry of all Supplier Agreement(s); or;
 - (b) on the written consent of all Parties; or
 - (c) following not less than thirty (30) days' prior written notice from the Authority,

whichever is the earlier, provided that a Supplier's Accession Agreement shall terminate (and all of that Supplier's rights and obligations under this Agreement shall cease, subject to any exit and termination obligations which are intended to survive expiry and termination) on such date that that relevant Supplier's Supplier Agreement terminates or expires.

- 4.2 The Parties acknowledge that this Agreement is intended to support the Supplier Agreements and the Learning Service, and accordingly there shall be no rights of termination of the Agreement other than pursuant to Clause 4.1.

5 Required Behaviours

- 5.1 Each Supplier will undertake its obligations under this Agreement and the relevant Supplier Agreement in accordance with the following behaviours set

out in this Clause 5 (the "Required Behaviours").

- 5.2 Suppliers must work collaboratively with the Parties, the Incumbent Suppliers and any Replacement Suppliers towards the successful end to end transition, implementation and the successful steady state running of the Learning Services, and the eventual exit of all Learning Services procured by the Authority under the Supplier Agreements.
- 5.3 Suppliers shall act in a manner which is consistent with and supports the Authority's Requirements.
- 5.4 Suppliers shall provide their cooperation, support, information and assistance in a proactive, transparent and open way and in a spirit of trust and mutual confidence.
- 5.5 Suppliers must co-operate with the Parties to:
 - (a) ensure the orderly provision of seamless Learning Services to the Authority and End Users;
 - (b) ensure compliance with the LOM;
 - (c) avoid hindering provision of services by the Incumbent Suppliers and/or the Supplier Agreements respectively;
 - (d) facilitate the successful delivery of services by other Suppliers
 - (e) ensure an orderly exit from their respective Supplier Agreements services to any Replacement Services;
 - (f) avoid undue disturbance to the other Parties;
 - (g) do what is reasonably necessary to integrate systems and the services provided under their respective Supplier Agreements with other relevant systems and services as part of the Learning Service;
 - (h) ensure efficient and effective delivery of their obligations under their respective Supplier Agreement;
 - (i) ensure integration and interfacing where the services provided under their respective Supplier Agreement or other services are subject to inter-party Dependencies;
 - (j) operate and maintain all software, hardware and/or technology in accordance with Good Industry Practice where there is interoperation with another Supplier;
 - (k) provide such assistance and information as is reasonably required by another Party to ensure a smooth transition, implementation and delivery of the Learning Services to the Authority and End Users;
 - (l) provide such assistance and information as is reasonably required by

another Party to ensure a smooth exit/transition and continuity of service at the exit or termination of a Supplier's Agreement where services provided under that Agreement are subject to Replacement Services; and

- (m) enable any testing and/or quality assurance analysis of the Learning Service to be undertaken by the Service Integrator and/or the Authority.
- 5.6 Suppliers must adopt a 'fix first, find fault later' approach, prioritise achieving solutions to problems or issues over seeking to blame any other Party, and support and contribute to investigations by other Suppliers and the Authority to resolve incidents and problem investigations.
- 5.7 The Parties must be proactive and honest in their dealings with each other, as applicable, and open to honest feedback and must commit to creating a culture of openness that encourages all Parties to raise and discuss concerns, solve problems and deal directly with any issues, including those that are difficult.
- 5.8 Suppliers must take responsibility for their actions or inactions, as well as any foreseeable consequences, whether intended or not. Suppliers should not seek to blame other suppliers for service failures but support other suppliers in the resolution of incidents and problems.
- 5.9 The Parties must send appropriately knowledgeable and authorised personnel to all relevant governance meetings they are to attend under this Agreement. These personnel should contribute actively to those meetings on matters within their knowledge and experience.
- 5.10 Suppliers must demonstrate a preparedness to be flexible and to innovate and adopt best practices and be forthcoming in initiating proposals for new best practices which could deliver improved value to the Authority.

6 Confidentiality

- 6.1 Without prejudice to any other rights and obligations relating to confidentiality, freedom of information and data protection to which any Party may be subject pursuant to the terms of a Supplier Agreement, each Party undertakes that it shall:
 - (a) treat all other Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored, the nature of the Confidential Information contained in those materials, and any security classification);
 - (b) not disclose any other Party's Confidential Information to any other person (except as expressly set out in this Agreement) without obtaining that Party's prior written consent;
 - (c) not use or exploit a Party's Confidential Information in any way except for the purpose of exercising or performing its rights and obligations under this Agreement; and
 - (d) immediately notify the Party if it suspects or becomes aware of any

unauthorised access, copying, use or disclosure in any form of any of that Party's Confidential Information.

6.2 A Party may disclose another Party's Confidential Information:

- (a) where the Party is a Supplier, to its Supplier Personnel who need to know such information for the purposes of exercising that Supplier's rights or carrying out its obligations under or in connection with this Agreement or its relevant Supplier Agreement (provided that the Supplier shall ensure its Supplier Personnel whom it discloses any other Party's Confidential Information comply with this Clause 6);
- (b) to End Users and the other Parties:
 - (i) where such Confidential Information has been identified as Service Integrator Information and disclosure to specific persons or Parties has been agreed by the Party whose Confidential Information is to be disclosed, as set out in the LOM; and/or
 - (ii) to the extent that disclosure of the Confidential Information is reasonably necessary for the purposes of ensuring the effective delivery of a seamless end-to-end Learning Service to the Authority and the End Users (and provided that the disclosing Supplier shall ensure that the End User and/or Party to whom it discloses another Party's Confidential Information is notified of the confidential nature of the information);
- (c) to its professional advisers for the purposes of obtaining advice in relation to this Agreement; and
- (d) where the Party is the Authority:
 - (i) and where the Confidential Information is also Management Information, to the Learning and Development leads in Civil Service Departments;
 - (ii) to parties who are bidding for Replacement Services as part of any tender exercise to the extent reasonably necessary to enable the Authority to run a compliant and fair competition (excluding the Supplier's or its Supplier Providers' prices or costs).
- (e) as may be required by law, a court of competent jurisdiction or any governmental or regulatory body.

6.3 Where the Supplier discloses a Party's Confidential Information pursuant to Clauses 6.2(a) and 6.2(c) it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

6.4 The Authority may disclose another Party's Confidential Information to the extent it is entitled to disclose the same under the relevant Supplier Agreement.

- 6.5 All Parties acknowledge that there will be certain confidential information that will be exchanged for purposes of efficient and effective delivery of the LOM (including but not limited to complaints and booking data). For the purposes of complying with clause 6.1 (a) to (d) above and pursuant to Clause 6.2(b)(i) of this Agreement, the Parties will agree this as part of development of the LOM.

7 Intellectual Property Rights

- 7.1 To the extent that a Supplier (the "Supplier Licensee") requires the use of any other Supplier's (the "Supplier Licensor") Existing IPR in order to comply with its obligations under this Agreement and/or a Supplier Agreement (as more particularly set out in the LOM), the Supplier Licensor shall grant to the Supplier Licensee and/or any Supplier Provider, a non-exclusive, non-transferable, royalty free licence to use the Existing IPR only to the extent necessary to enable the Supplier Licensee and/or Supplier Provider to perform its obligations under this Agreement and/or a Supplier Agreement or its obligations under a sub-contract pursuant to a Supplier Agreement.
- 7.2 The duration of the licences granted under Clause 7.1 shall continue for so long as the relevant Supplier requires such rights of use in order to perform its obligations under this Agreement and/or the relevant Supplier Agreement

8 Overarching Implementation and Transition

- 8.1 The Suppliers acknowledge and agree that while each Supplier will have its own specific implementation obligations under its respective Supplier Agreement to ensure that its own service is implemented into the end to end learning environment, the Service Integrator will require the Suppliers to ensure that their implementation activities are coordinated, and necessary information and assistance is provided by the Suppliers; to ensure an effective implementation of the Service Integrator Services and overall Learning Services.
- 8.2 The Service Integrator shall within one 1 Month of the Supplier Agreement commencement date, prepare and deliver to the Authority a draft of the Overarching Implementation Plan which sets out the Service Integrator's full plans to ensure the effective and successful implementation of the Learning Service in accordance with the Authority's requirements and Milestones, and such plan shall (without limitation and unless agreed otherwise with the Authority):

8.2.1 provide full details of:

- (a) the key Milestones and Milestone Dates for activity;
- (b) key roles and responsibilities of each Supplier;
- (c) timescales for completion of each activity with clear steps;
- (d) contact details and key personnel from each Supplier who are responsible for implementation of the Supplier's service;

- (e) risk mitigation and contingency plans;
- (f) training and other roll out activities that may need to be delivered by a Supplier to ensure successful implementation of the Learning Service

8.2.2 be developed to take into account each Parties' individual implementation plan under their Supplier Agreements;

8.2.3 be developed to take into account (insofar as is reasonably practicable) any Incumbent Supplier's exit plan and/or transitional framework arrangements put in place between the Authority and the Incumbent Suppliers;

8.2.4 set out the success criteria to determine whether an activity in the Overarching Implementation Plan has been successfully delivered

8.2.5 set out the plans for development and agreement of the LOM (including those details listed at (a) to (f) of this Clause 8 as they relate to the LOM);

8.2.6 include any other details which the Authority may reasonably request

8.3 The Parties shall work together with the Service Integrator in its development of the Overarching Implementation Plan and shall provide all reasonable information and assistance in a timely manner (including visibility of any key information from the implementation plans under their Supplier Agreements) to enable the Service Integrator to comply with the timescales for the Overarching Implementation Plans submission and approval processes as set out in this Clause 8.

8.4 The Parties shall use reasonable endeavours, facilitated by the Authority, to provide their Implementation plans as developed under their respective Supplier Agreements in a timely manner to enable the Service Integrator to develop an Overarching Implementation Plan that aligns activities to the extent reasonably necessary to ensure effective and timely implementation of services as part of the Learning Service.

8.5 Following receipt of the draft Overarching Implementation Plan from the Service Integrator, the Authority and Service Integrator shall (with input from the other Parties where reasonably requested) use reasonable endeavours to agree the contents of the final version Overarching Implementation Plan. If the Authority and Service Integrator are unable to agree the contents of the final Overarching Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

8.6 The Parties shall comply with their respective obligations in the final Overarching Implementation Plan when it has been agreed by the Service Integrator and Authority.

- 8.7 Review and changes to the final Overarching Implementation Plan shall be dealt with using the same process set out in paragraph 3 of Call-Off Schedule 13.
- 8.8 Supplier obligations to provide assistance, information and any other obligations under this Clause 8 in respect of the initial Overarching Implementation Plan shall also apply to any subsequent updates to the LOM.

9 Learning Operating Model

- 9.1 The Service Integrator shall within one (1) Month of the Supplier Agreement Commencement Date, prepare and deliver to the Authority, a draft learning operating model ("LOM") which sets out how the Learning Service will operate, with sufficient detail to enable the Suppliers (and any new Supplier that accedes to this Agreement) to understand their day to day roles and responsibilities within the Learning Environment when the Operational Services commence.
- 9.2 The Service Integrator shall develop the LOM so that it maximises efficiency, value for money and efficiency of the Learning Service and ensures an effective and responsive user journey for End Users. The Service Integrator shall ensure that the LOM is broadly aligned to the User Journey and sets out details of:
- a) Roles and Responsibilities of each Supplier with respect to Dependencies between each Party (i.e who is responsible for fulfilling a particular obligation and which Parties are reliant on the output from that obligation, whether that obligation arises under this Agreement or the Supplier's Supplier Agreement);
 - b) Information (including any Confidential Information) that the Parties agree need to be shared between the Parties (including between the Suppliers) which may include a Supplier's (and its supply chain's) prices (to the extent reasonably necessary to ensure an effective Learning Service), Booking Details, catalogues, details about the products and services and Suppliers in each Lot; Supplier Agreement terms and conditions; and any other information which is reasonably necessary to ensure an effective Learning Service for the Authority;
 - c) Any forms/templates which are to be used by the Suppliers to provide any information set out in this Clause;
 - d) the Management Information framework (including details of: the Supplier's obligation to gather, collate, maintain and analyse; content; structure and frequency; forms for completion; target End Users for responses; response rate targets, evaluation methodologies etc.);
 - e) Timescales for delivery of Dependencies;
 - f) Key contacts for each Party;
 - g) Communication Strategies (including where the Authority intends to roll out specific campaigns);

- h) Processes designed to ensure that the Information provided under the LOM (information that the Service Integrator needs to provide to End Users), remains up-to-date;
 - i) Full details of the process for the placing of orders (the “Product Ordering Process”);
 - j) the governance arrangements (including the terms of reference) which are to apply after the Operational Services commencement date;
- and any information which is required to be shared between a Supplier and the Service Integrator shall be identified as ‘Service Integrator Information’ in the LOM.

- 9.3 The Parties shall work together with the Service Integrator and Authority in the development of the draft LOM and shall provide all reasonable information and assistance in a timely manner to enable the Service Integrator to achieve the LOM requirements set out at Clause 9.2 and to comply with the timescales for the LOM submission and approval processes as set out in this Clause, including where Supplier input is required with respect to any updates to the LOM during the Term of this Agreement.
- 9.4 The Service Integrator shall provide all such information to the Parties (including updated versions of the draft LOM) within reasonable timescales to enable the Parties to fully consider their role within the LOM and to enable those Parties to provide their input pursuant to Clause 9.3.
- 9.5 The Suppliers shall ensure that their Supplier Personnel are notified and fully trained in respect of the requirements set out in the LOM and Suppliers shall ensure compliance with their respective obligations set out therein.
- 9.6 Following receipt of the draft LOM from the Service Integrator, the Authority and Service Integrator shall (with input from the other Parties where reasonably requested and subject to Clause 9.12) use reasonable endeavours to agree the contents of the LOM. If the Authority and Service Integrator are unable to agree the contents of the LOM within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 9.7 The Parties shall comply with their respective obligations set out in the latest agreed version of the LOM.
- 9.8 Subject to Clause 9.10, review and changes to the agreed LOM shall be dealt with using the same process set out in paragraph 3 of Call-Off Schedule 13 and in addition, the Service Integrator shall review and update the LOM (and seek the Authority’s approval following the same processes set out in this Clause 9);:

- 9.8.1 On a regular basis (but no less than once a quarter to ensure that it continues to remain up to date and reflects continuous improvement, innovation, VFM, new End Users and Suppliers, feedback,
- 9.8.2 As soon as is reasonably practicable following the accession to this Agreement of a new Supplier;
- 9.8.3 Whenever there is a Change to: this Agreement, a Supplier Agreement and/or a change to the Learning Services; which might reasonably be considered to affect the requirements set out in the LOM.
- 9.9 A Supplier obligation to provide assistance, information and any other obligations under this Clause in respect of the initial LOM shall also apply to any subsequent updates to the LOM.
- 9.10 The Parties shall comply with Schedule 2 (Governance) which sets out the governance process which the Parties will comply with in relation to the development and implementation of the LOM.
- 9.11 Any proposed Changes to the latest agreed version of the LOM agreed by the Authority and Service Integrator shall be dealt with in accordance with the Change Control process set out at Clause 17.
- 9.12 The Authority shall liaise with and seek input from all Suppliers during the development of the LOM and shall, when making a decision whether to Approve or reject the latest version of the draft LOM, take into account any reasonable concerns that a Supplier may have in relation to the then current draft of the LOM.
- 9.13 The Authority shall notify the Service Integrator of such concerns raised by other Suppliers pursuant to Clause 9.12 of this Agreement, which the Service Integrator shall take into account in the development of the LOM in accordance with its obligations under Clauses 9.3 to 9.6 of this Agreement.

10 Exit and Retender Obligations

- 10.1 The Suppliers acknowledge and agree that while each Supplier will have its own specific exit and retender obligations under its Supplier Agreement to ensure that its own service is exited from the end to end learning environment, the end to end nature of the Learning Service will require the Suppliers to ensure that any exit activities are properly managed and coordinated to ensure continuity of the Learning Service during any period of exit and transition to Replacement Services (including where a Learning Supplier's Supplier Agreement ends during the Term of this Agreement).
- 10.2 The Service Integrator shall within three (3) Months of the Helpdesk Agreement Commencement Date, prepare and deliver to the Authority, a draft Overarching Exit Plan which sets out the Service Integrator's plans to ensure that the exit from the Learning Services of any of the Learning Suppliers (whether of an individual Supplier or multiple Suppliers) does not adversely affect continuity of

the Learning Services. The Overarching Exit Plan shall as a minimum, include the following details:

10.2.1 Key activities, roles and responsibilities

10.2.2 Key Milestones and Milestones Dates for activity;

10.2.3 contact details and key personnel from each Supplier who are responsible for exit from the Supplier's service under its Supplier Agreement;

10.2.4 plans to ensure that the LOM is properly and effectively updated to reflect the exit of any of the Suppliers and, where applicable, the accession of any Replacement Supplier to this Agreement;

10.2.5 plans to ensure that the Overarching Exit Plan is shared with the Replacement Supplier's implementation/transition plans for alignment;

10.2.6 communication strategies;

10.2.7 plans to onboard and offboard individual Suppliers from the learning Service in a staged approach (for example where a particular Lot might be terminated early);

10.2.8 plans to exit multiple Suppliers from the Learning Service (for example where multiple Supplier Agreements terminate or expire at the same time);

10.3 The Parties shall work together with the Service Integrator in its development of the Overarching Exit Plan and shall provide all reasonable information and assistance in a timely manner ((including visibility of any key information from the Exit plans under their Supplier Agreements) to enable the Service Integrator to comply with the timescales for the Overarching Exit Plan submission and approval processes as set out in this Clause.

10.4 The Parties shall use reasonable endeavours to ensure that their Exit plans as developed under their respective Supplier Agreements and the Overarching Exit Plan are aligned and work together to the extent reasonably necessary to ensure that exit activity is effectively managed and timely.

10.5 Following receipt of the draft Overarching Exit Plan from the Service Integrator, the Authority and Service Integrator shall (with input from the other Parties where reasonably requested) use reasonable endeavours to agree the contents of the draft Overarching Exit Plan. If the Authority and Service Integrator are unable to agree the contents of the draft Overarching Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

10.6 The Service Integrator shall maintain and update the draft Overarching Exit Plan with reasonable support from the Parties in accordance with the same

process and timescales used for the Service Integrator's own Exit Plan as set out in paragraphs 4.4 to 4.6 of Call-Off Schedule 10.

- 10.7 The Suppliers shall comply with their respective obligations set out in the latest agreed version of the Overarching Exit Plan.
- 10.8 The Suppliers will provide all reasonable information and assistance to the Authority within reasonable timescales required by the Authority in relation to any procurement activity by the Authority to replace any of the Learning Services with Replacement Services (including where the services in another Lot are to be replaced with Replacement Services).

11 Reporting

- 11.1 The Suppliers acknowledge and agree that management and assurance of the Learning Service will require Management Information to be provided by the Suppliers and collated to provide an overall view of the effectiveness of the Learning Service and to enable the Authority to address any issues within the Learning Service environment.
- 11.2 Suppliers shall gather, maintain, analyse and report on any Management Information as required by the Authority and set out in this Clause 11 and/or the LOM (which may include automated reporting processes and/or one-off targeted interventions).
- 11.3 Pursuant to Clause 11.1, the Suppliers will provide to the Authority and/or Service Integrator (as determined by the Authority in its sole discretion) all reasonable information and assistance required by the Authority which may include (but not be limited to):
 - 11.3.1 satisfaction and feedback questionnaires and/or evaluation forms completed by End Users (both in respect of the Supplier's performance and also the performance of the Supplier's Supplier Providers and prospective Supplier Providers who have interacted with End Users within its Lot);
 - 11.3.2 Information in relation to number of End Users who have engaged with the Supplier and/or its Supplier Providers (including full details of: those End Users; the services ordered, dates, timescales for delivery as ordered by the End User and achieved delivery, End User attendance, services actually delivered, location of services ordered etc.);
 - 11.3.3 Any other management information as may be reasonably requested by the Authority and described in the MI Schedule (and the Authority shall be entitled to require amendment the LOM at any time during the Term to remove, insert or modify the Management Information which Suppliers are required to provide, provided that where such requirement materially increases the burden on the Supplier, the Authority shall also process the change under the affected Supplier's Agreement);

11.3.4 The MI schedule to also include the quality, timing and specification of the MI that is necessary for the Authority and/or Service Integrator Supplier to fulfil their obligations under this clause.

11.4 The Supplier shall ensure that Management Information provided under this Clause 11 is provided as specified by the Authority and set out in the LOM; and Suppliers shall use reasonable endeavours to ensure that Management Information is captured in their own Supplier systems in a form and manner which enables the effective and efficient transfer of Management Information into the Management Information Framework process as set out in the LOM.

12 Business Continuity and Disaster Recovery

12.1 The Parties acknowledge that a BCDR Event which affects the service provided under a Supplier Agreement may have a consequential effect on the overall Learning Service delivered to the Authority and End Users. In order to ensure continuity of the Learning Service where part of the Learning Service is subject to a BCDR Event, the Parties will need to understand how other Suppliers will be affected and invoke their own BCDR Plans and how the Parties will coordinate their activities during such periods.

12.2 The Service Integrator shall within two 2 Months of the Helpdesk Agreement Commencement Date, prepare and deliver to the Authority, a draft Overarching BCDR Plan which sets out the Service Integrator's plans to ensure that in the event of a BCDR Event which affects one or more of the Parties, there is a plan in place to ensure that the Learning Services can continue to be provided to the End Users during the BCDR Event and that full operational service can be resumed as soon as possible.

12.3 The Parties shall work together with the Service Integrator in its development of the Overarching BCDR Plan and shall provide all reasonable information and assistance (including visibility of any key information from the BCDR plans under their Supplier Agreements) in a timely manner to enable the Service Integrator to comply with the timescales for the Overarching BCDR Plan submission and approval processes as set out in this Clause.

12.4 The Parties shall use reasonable endeavours to ensure that their BCDR plans as developed and agreed with the Authority under their respective Supplier Agreements and the Overarching BCDR Plan are aligned and work together to the extent reasonably necessary to ensure that the Authority and End Users still have reasonable access to the overall Learning Services during periods when a BCDR Event is subsisting and/or during periods of disaster recovery.

12.5 Subject to Clause 12.6, the Overarching BCDR Plan shall set out the arrangements that are to be invoked by the Parties during a BCDR Event of a Supplier which affects other Parties to ensure that the business processes and operations facilitated by the Learning Services remain supported and to ensure

continuity of the business operations supported by the Services including, as a minimum:

- (a) The alternative processes (including business processes), options and responsibilities that may be adopted by the Parties;
 - (b) The various possible failures or disruptions to the Learning Services and how this may impact End Users;
 - (c) The communication strategies to be invoked to inform End Users and the other Parties of the status of the incident, failure, disruption and recovery;
 - (d) A high level risk analysis identifying and setting out risk mitigation for key failure/disruption risks (and the likely impact on the business);
 - (e) key contact details for the Parties (including roles and responsibilities) and including any contact details for main sub-contractors, particularly where work in progress may be affected;
 - (f) Triggers for when the Overarching BCDR Plan (or relevant parts thereof) will be invoked;
 - (g) Plans to identify the root cause of any BCDR Event and mitigate/reduce the risk of further similar events occurring;
- 12.6 The Overarching BCDR Plan shall only include arrangements to be invoked in relation to BCDR Events affecting a Supplier's service under its Supplier Agreement where the impact of that BCDR Event affects other Parties and the ability of those other Parties to comply with their obligations under this Agreement or their Supplier Agreement.
- 12.7 The Parties shall comply with their respective obligations set out in the latest agreed version of the Overarching BCDR Plan and the Service Integrator shall coordinate a test of the Overarching BCDR Plan once each Contract Year.

13 Liability

- 13.1 Nothing in this Agreement excludes or limits the liability of any Party to any other Party for:
- (a) death or personal injury caused by its own negligence; and
 - (b) any other obligation in respect of which any limitation or exclusion is prohibited by law.
- 13.2 No Party is liable to the other for Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 13.3 Except as provided for under Clause 14, the Suppliers acknowledge and agree that they shall have no right or remedy against another Supplier for breaches of contract under this Agreement.

- 13.4 Subject to Clause 14.4, the total aggregate liability of each Supplier under this Agreement to the Authority for losses to the Authority caused by Defaults of the Supplier under this Agreement (whether in tort, contract or otherwise) shall be subject to the same liability provisions as set out at Clause 11 of the Supplier's Supplier Agreement (or the total combined liability caps of the Supplier's Supplier Agreements where a Supplier holds more than one Supplier Agreement). For the avoidance of doubt, a Supplier's total aggregate liability under this Agreement and the Supplier's Supplier Agreement (together), shall be the amount specified at Clause 11.2 of the Supplier's Supplier Agreement (or the total combined amount where a Supplier holds more than one Supplier Agreement).
- 13.5 The total aggregate liability of the Authority under this Agreement to a Supplier for losses to that Supplier caused by Defaults of the Authority under this Agreement (whether in tort, contract or otherwise) shall be subject to the same liability provisions as set out at Clause 11 of the Supplier's Supplier Agreement (or the total combined liability caps of the Supplier's Supplier Agreements where a Supplier holds more than one Supplier Agreement). For the avoidance of doubt, the Authority's total aggregate liability to a Supplier under this Agreement and that Supplier's Supplier Agreement (together), shall be the amount specified at Clause 11.2 of the Supplier's Supplier Agreement (or the total combined amount where a Supplier holds more than one Supplier Agreement)..
- 13.6 Each Supplier's liability under this Agreement shall be several, and not joint. Each Supplier shall only be liable to the Authority under this Agreement for its own Supplier Non-Performance and defaults. On no account shall a Supplier be liable to the Authority for another Supplier's Supplier Non-Performance or breach of duty or negligence by another Supplier.
- 13.7 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Agreement, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Agreement.

14 Relief for Authority Cause

- 14.1 Subject to Clause 14.2 of this Clause, where one Supplier incurs costs (at the agreement of the Authority) due to the failure of another Supplier in order to prevent a Supplier Non-Performance of that other Supplier, or a Supplier Non-Performance arises in each case either

14.1.1 as a result of another Party's failure to deliver a Dependency under this Agreement; or

14.1.2 a failure by the Authority to procure from an Incumbent Supplier information and assistance which is required by the Supplier to comply with its obligations under this Agreement;

the Supplier's failure (to the extent that such failure has directly contributed to the Supplier Non-Performance) shall be deemed to have arisen from an Authority Cause and the provisions of Clause 5 of the Core Terms shall apply to such Supplier Non-Performance.

- 14.2 A Supplier seeking relief under Clause 14.1 shall not be granted relief unless the Supplier can demonstrate to the satisfaction of the Authority (acting reasonably) that it has used reasonable endeavours to mitigate the effect of the Supplier Non-Performance, provided that such endeavours shall not require the Supplier to incur any unreasonable additional costs (for example where the mitigating action can be undertaken using spare existing Supplier resource and/or can quickly be mitigated by the Supplier making straightforward enquiries and/or requests).
- 14.3 Suppliers shall be pro-active in identifying potential Supplier Non-Performances which may affect them within the Learning Services and will notify the Authority and the other Party who is at risk of failing to deliver a Dependency as soon as is reasonably practicable to reduce the risk of Supplier Non-Performance occurring.
- 14.4 Where a Supplier's Non-Performance under this Agreement results in any other Supplier being granted relief under Clause 14, then solely for the purposes of determining the remaining aggregate total liability of the Supplier that has caused the Supplier Non-Performance, any amounts that the Supplier is liable for under this Agreement shall be reduced by a factor of 75% (e.g. if the Supplier is liable for £3000, then for the purposes of calculating the liability accrued under Clause 13.4, the £3000 will be counted as £750). For the avoidance of doubt, this does not reduce in any way the relief being granted to a Supplier seeking to rely on Authority Cause.

15 Non-financial remedies

- 15.1 Without prejudice to Clause 26, any persistent instances of a Supplier not demonstrating the Required Behaviours and complying with the requirements set out in this Agreement will be recorded and may result in the following actions being taken:
- (a) the Authority may require that such Supplier attend an exceptional meeting (the "**Supplier Review Meeting**") to be convened by serving not less than five (5) Working Days' notice.
 - (b) at the Supplier Review Meeting, the Supplier will be required to detail the actions it will take to prevent further failures to demonstrate the Required Behaviours and compliance with this Agreement and, in the event that:
 - (i) the actions proposed by the Supplier fail to remedy the breach of Required Behaviours and the requirements set out in this Agreement within thirty (30) Working Days of such Supplier Review Meeting; or
 - (ii) the Authority reasonably believes that such actions will not or are unlikely to remedy the failure to demonstrate the Required Behaviours and compliance with this Agreement or that the timescales for delivering such actions are inappropriate,

the Authority may request a formal rectification plan, to address the impact of

and prevent the reoccurrence of a the failure, from the Supplier in accordance with the relevant Supplier Agreement.

- 15.2 In the event that the rectification referred to in Paragraph 15.1 fails to remedy the breach of Required Behaviours and/or of this Agreement within thirty (30) Working Days of the submission of the plan to the Authority, the Parties acknowledge that the Supplier will be in material default of its obligations under this Agreement (and that this will be a Supplier Termination Event for the purposes of the relevant Supplier Agreement).

16 Governance

- 16.1 The provisions of Schedule 2 shall apply to this Agreement.

17 Change Control

- 17.1 A Change to this Agreement or any document required to be produced pursuant to the Agreement may be proposed at any time by the Authority or the Service Integrator by serving notice on each other which sets out:
- a) the Change in sufficient detail to enable the other to evaluate the proposed change in full;
 - b) the reasons for proposing the Change.
 - c) Any timescales within which the Change ought to be implemented.
- 17.2 Where a Change has been proposed by the Authority or the Service Integrator pursuant to Clause 17.1, the Service Integrator (either as part of its proposal, or within 10 Working Days of receiving a Change proposal from the Authority), shall prepare an impact assessment report which sets out the likely impact of the Change on the Learning Services (including impact on costs) and this Agreement (including the potential impact on any documents created pursuant to this Agreement). Suppliers shall provide such information and assistance as is reasonably required by the Service Integrator in order to complete the impact assessment report.
- 17.3 The Authority in its absolute and sole discretion shall have the right to approve or reject a proposed Change to this Agreement under Clause 17.2 provided that prior to acceptance of any Changes which require changes to a Supplier's Agreement, the Authority shall apply the Change Control Procedure set out in the Supplier's Agreements.
- 17.4 Where a Change to this Agreement could reasonably impact a Supplier Agreement, the Authority shall apply the change control procedure under the affected Supplier Agreements before it Approves or Rejects the proposed Change under this Agreement.
- 17.5 The Authority shall be entitled to share:

17.5.1 any Change documents provided by the Service Integrator under this Clause with the other Parties to enable the Change Control Procedures under the Supplier's Agreements to be applied.

17.5.2 any change documents provided by a Supplier under the change control procedure of its Supplier Agreement with the Service Integrator.

where sharing of such information is reasonably necessary to enable a Party to fully consider the impact of a Change on this Agreement and/or its Supplier Agreement respectively.

17.6 The Authority and Service Integrator shall keep accurate and complete records of all Change documentation produced under this Clause.

18 Waiver and Cumulative Remedies

18.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

19 Severance

19.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.

19.2 In the event that any deemed deletion under Clause 19.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, any Party may give notice to the other Parties requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.

20 Relationship of the Parties

20.1 Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and

employee or principal and agent between the Parties, or authorise any Party to make representations or enter into any commitments for or on behalf of any other Party.

21 Notices

- 21.1 Any notices sent under this Agreement must be in writing but can be delivered electronically by attachment as a PDF file.
- 21.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time of service and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.
E-mail	At the time that the e-mail with PDF notice is received on the recipient's server;	Sender log file which shows that the e-mail has been successfully sent.

- 21.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to another Party for the purpose of service of notices under this Agreement:

	Authority	Ernst & Young LLP
Contact	REDACTED	REDACTED
Address	5 th Floor, 151 Buckingham Palace Road, London, SW1W9SZ	1 More London Place, London, SE1 2AF
Email	REDACTED	REDACTED

- 21.4 This Clause 21 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22 Third Party Rights

- 22.1 A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

23 Variation

- 23.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

24 Counterparts

- 24.1 This Agreement may be executed in any number of counterparts, each of which when signed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

25 Assignment and Novation

- 25.1 A Supplier may only assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement with the prior written consent of the Authority and to the extent that the Authority has consented to such action being taken to the relevant Supplier Agreement.

26 Dispute Resolution

- 26.1 Any Dispute that arises under or in connection with this Agreement that involves the Authority and a single Supplier, and which does not impact the other Suppliers nor the performance of their obligations under this Agreement or their relevant Supplier Agreements, shall be resolved in accordance with the escalation and/or dispute resolution procedure in the relevant Supplier's Supplier Agreement.
- 26.2 The Service Integrator should be consulted as part of any impact assessment related to dispute resolution where there is, or likely to be, an impact on the LOM as currently agreed.
- 26.3 Any other Dispute which arises under or in connection with this Agreement shall be raised at the next available meeting of the Joint Service Transition Board described in Schedule 2 (Governance) for discussion and where possible determination, and the provisions of Schedule 3 (Dispute Resolution) will apply.

27 Governing Law

- 27.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 27.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

IN WITNESS of which this Agreement has been duly executed by the Parties on the date which appears at the head of its page 263.

SIGNED for and on behalf of the Authority

Signature: REDACTED

Name: REDACTED

Position: REDACTED

Date: 9/10/20

SIGNED for and on behalf of Ernst & Young LLP

Signature: REDACTED

Name: REDACTED

Position: REDACTED

Date: 06.10.20

Schedule 1 – Pro Forma Accession Agreement

THIS ACCESSION AGREEMENT is made on

06 October 2020

BETWEEN:

- (1) **The Minister for the Cabinet Office** whose principal place of business is at 70 Whitehall, Westminster, London, SW1A 2AS, acting as part of the Crown (the "**Authority**"); and
- (2) **Ernst & Young LLP** company registered in the UK under company no. OC300001 whose registered company is at 1 More London Place, London, SE1 2AF (the "**Supplier**");

1 Background

- 1.1 On 6th October 2020 the Authority entered into a Collaboration Agreement with EY (the "Collaboration Agreement", as such may be amended from time to time).
- 1.2 The Authority and the Supplier have agreed that the Supplier shall become a party to the Collaboration Agreement as a Supplier.

2 Accession

- 2.1 The Authority agrees that, in entering into this Accession Agreement, the Supplier shall become a Supplier under the Collaboration Agreement in accordance with Clause 2.1 of that agreement.
- 2.2 The Supplier agrees that, in entering into this Accession Agreement, it will have all of the rights and obligations of a Supplier under the Collaboration Agreement in accordance with Clause 2.3 of that agreement.

3 Notices

- 3.1 The Authority and the Supplier agree that in accordance with Clause 21.3 of the Collaboration Agreement, notices shall be sent to the addresses set out below or at such other address as the relevant party may give notice to another party for the purpose of service of notices under that agreement:

	Authority	EY
Contact	REDACTED	REDACTED
Address	5 th Floor, 151 Buckingham Palace Road, London, SW1W9SZ	1 More London Place, London, SE1 2AF
Email	REDACTED	REDACTED

4 Governing Law

This Accession Agreement shall be governed by and construed in accordance with English law and, without prejudice to Clause 27 of the Collaboration Agreement, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which this Accession Agreement has been duly executed by the parties.

SIGNED for and on behalf of Authority **SIGNED** for and on behalf of Ernst & Young
LLP

Signature REDACTEDSignature REDACTED.....

Name: REDACTED..... Name: REDACTED

Position: REDACTED..... Position: REDACTED

Date 9/10/2020.....Date 06 October 2020

Schedule 2 – Governance

1 Governance Principles

- 1.1 The Suppliers acknowledge and agree that:
 - (a) their individual Supplier Agreements set out the Governance arrangements which are specific to the Supplier's individual service within the Learning Service.
 - (b) in addition to the Supplier's obligations under their respective Supplier Agreements, the Parties shall comply with the governance obligations set out in this Schedule 2 (Governance)
- 1.2 The governance boards described at Paragraphs 2 and Error! Reference source not found. of this Schedule 2 (Governance) will be attended by the Suppliers as set out in those paragraphs.
- 1.3 The Parties acknowledge and agree that during the implementation and transition stage of the Agreement, the Authority may in its sole and absolute discretion, make changes to the governance provisions set out in this Schedule provided that such changes shall not substantially increase the burden on Suppliers.
- 1.4 The Authority and Service Integrator shall develop, as part of the LOM, the Governance arrangements which are to apply after the Operational Services Commencement Date. These arrangements will include, as a minimum, a LOM Delivery Board which the Parties shall be required to attend at least on a monthly basis in accordance with the governance arrangements set out within the LOM. The LOM Delivery Board shall ensure the efficacy of the Service Integrator model and shall be chaired by the Authority. The Parties shall establish the terms of reference as part of the development of the LOM and the LOM Delivery Board shall take over responsibility for any items which remain extant from the cessation of the LOM Implementation Board.

2 Joint Service Transition Board

- 2.1 The Joint Transition Board shall be responsible for taking decisions about transitioning delivery of services from the Incumbent Suppliers to the Suppliers. Specifically, it will:
 - 2.1.1 Oversee the transition of service delivery;
 - 2.1.2 Take the go/no go decisions relating to transferring the delivery of learning solutions from Incumbent Suppliers to the Suppliers;
 - 2.1.3 Take the go/ no go decisions relating to making the Service Integrator operational;
 - 2.1.4 Manage the relationship and interactions between the Incumbent Suppliers and the Parties;

2.1.5 Act as escalation point from the LOM Implementation Board issues for issues;

2.2 The Joint Transition Board representation and structure shall be as set out below:

Authority Members	Learning Delivery Deputy Director, Head of Learning Delivery Learning 2020 Project Manager
Supplier Members	All Suppliers
Incumbent Members	All Incumbent Suppliers
Chair	Authority
Secretariat	Authority
Start Date for meetings	Within 5 days of the Service Integrator Agreement commencement Date
Frequency of Board meetings	At least once every 3 weeks
Location of meetings	Meetings will take place remotely/virtually until otherwise informed. Thereafter, these will take place at CSHR premises.

3 LOM Implementation Board

3.1 The LOM Implementation Board shall be responsible for establishing the Learning Operating Model and the lot delivery model. Specifically, the Board will:

3.1.1 Review and assure the process through which the Suppliers are on-boarded into the Learning Service under the Overarching Implementation Plan;

- 3.1.2 Review, assure and manage the development of the LOM;
- 3.1.3 Ensure that existing learning content available under the incumbent arrangements is suitable for future delivery within the LOM (and such content shall be reviewed by the Authority's internal Product and Quality Management Board)
- 3.1.4 Act as escalation point for issues which arise during the development and/or execution of:
- (a) Overarching Implementation Plan;
 - (b) LOM;
 - (c) Overarching Business Continuity and Disaster Recovery (BCDR Plan);
 - (d) Overarching Exit Plan;
- and any subsequent versions.
- 3.1.5 Review and consider for approval the items set out at Clause 3.1.4 of this Schedule;
- 3.1.6 Ensure Milestones and delivery timescales are monitored and ultimately, delivered.
- 3.1.7 resolve key service delivery issues and Disputes;
- 3.1.8 manage interfaces and integration to achieve a seamless end to end service;
- 3.1.9 provide opportunity to inject coherence and resilience into deliverables;
- 3.1.10 work collaboratively to overcome problems, provide solutions and leading edge expertise;
- 3.1.11 seek guidance from, provide recommendations to, and escalate issues to the Joint Service Transition Rollout Board as required.

Authority Members	Head of Learning Delivery Learning 2020 Project Manager
Supplier Members	All Suppliers
Chair	Authority

Secretariat	Authority
Start Date for meetings	Within 5 days of the Service Integrator Agreement commencement Date
Frequency of meetings	At least weekly
Location of meetings	Meetings will take place remotely/virtually until otherwise informed. Thereafter, these will take place at CSHR premises.
Date or Trigger for cessation of the Board	When the Service Integrator Service is operational.

4 Onboarding Lot/Supplier Meetings

4.1 The Onboarding Lot/ Supplier meetings shall:

4.1.1 Monitor the progress of implementation and the setting up of the services under the Supplier Agreements under each Lot;

4.1.2 review the Suppliers' performance of their obligations under this Agreement and against the Required Behaviours;

4.1.3 Identify potential issues in relation to the items listed at 4.1.1 and 4.1.2 above before they arise and consider the options to address those issues;

4.2 The Onboarding Lot/ Supplier meetings representation and structure shall be set out as below:

Authority Members	Head of Learning Delivery Supplier Engagement Business Partner
Supplier Members	Lot Supplier
Chair	Authority

Secretariat	Authority
Start Date for meetings	Within 5 days of the Service Integrator Agreement commencement Date
Frequency of meetings	At least weekly
Location of meetings	Meetings will take place remotely/virtually until otherwise informed. Thereafter, these will take place at CSHR premises.
Date or Trigger for cessation of the Board	When the Service Integrator Service is operational.

5 Opportunity Panel

5.1 The Opportunity Panel is empowered to make rapid decisions and will ensure that any learning and development proposals that take us past our current contract end dates have been agreed by all relevant parties and the best course of action taken forward. It holds final decision making powers on these matters during the transition period. It will:

5.1.1 Monitor all new requests made by the Civil Service for new learning solutions;

5.1.2 Make decisions based on: volumes (number of individual and/ or department spread; value of the work; where the work fits with the wider transition tranche plan; the potential to novate the work across at the end of the contract or the opportunity for the existing provider to continue delivering the work; and the potential impact of delaying.

5.1.3 Maintain a decision log throughout the life of the panel.

Authority Members	Supplier Engagement Business Partner Learning Delivery Team Learning Expert Partner
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	Civil Service Leadership Academy
Supplier Members	Lot Supplier when relevant.
Chair	Authority
Secretariat	Authority
Start Date for meetings	Within 5 days of the Service Integrator Agreement commencement Date
Frequency of meetings	Monthly, but the frequency and effectiveness of the panel will be reviewed on an ongoing basis.
Location of meetings	Meetings will take place remotely/virtually until otherwise informed. Thereafter, these will take place at CSHR premises.
Date or Trigger for cessation of the Board	When all suppliers are fully operational.

Schedule 3– Dispute Resolution

1 Definitions

In this Schedule, the following additional definitions shall apply:

"Bi-Party Dispute"	a) a Dispute between the Authority and a Supplier which affects another Supplier's performance of its obligations under this Agreement; or
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	b) a Dispute between two Suppliers.
"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Dispute Notice"	written notice from one Party to another that a Dispute has arisen;
"Dispute Parties"	the Parties involved in the determination of any Dispute;
"LCIA"	the London Court of International Arbitration;
"Mediation Notice"	a written notice to proceed to mediation in accordance with Paragraph 4 of this Schedule 3;
"Mediator"	the independent third party appointed in accordance with Paragraph 4.2 of this Schedule 3 to mediate a Dispute;
"Multi-Collaborating Parties Dispute"	a Dispute which involves the Authority and/or more than one Supplier;
"Multi-Collaborating Parties Dispute Representatives"	has the meaning given in Paragraph 3.8 of this Schedule 3;
"Multi-Collaborating Parties Dispute Resolution Board"	has the meaning given in Paragraph 3.8 of this Schedule 3;
"Multi-Collaborating Parties Procedure Initiation Notice"	a notice from the Authority or Joint Service Transition Board (as applicable) notifying Supplier(s) of a Multi-Collaborating Parties Dispute as further described in Paragraphs 3.2 and 3.3 of this Schedule 3;
"Originating Supplier"	has the meaning given in Paragraph 3.2 of this Schedule 3;
"Related Suppliers"	the Suppliers other than the Originating Supplier which are to be involved in a Multi-Collaborating Parties Dispute Resolution Procedure;
"Supplier Request"	a notice served by the Originating Supplier requesting that the Dispute be treated as a Multi-Collaborating Parties Dispute, setting out its grounds for that request and specifying each Supplier that it

	believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.
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2 Bi-Party Disputes

- 2.1 Subject to Paragraph 3 of this Schedule 3, if a Bi-Party Dispute pursuant to Clause 26 is not resolved between the relevant Dispute Parties within fifteen (15) Working Days of the referral (or such longer period as the Dispute Parties may agree in writing), then:
- (a) any Dispute Party may serve a Mediation Notice in respect of the Dispute in which case Paragraph 4 of this Schedule 3 shall apply; and/or
 - (b) Paragraph 5 of this Schedule 3 shall apply to the Dispute.

3 Multi-Collaborating Parties Disputes

- 3.1 All Multi-Collaborating Parties Disputes shall be resolved in accordance with the procedure set out in this Paragraph 3 (the "**Multi-Collaborating Parties Dispute Resolution Procedure**"), notwithstanding any provisions relating to the resolution of multi party disputes in any Supplier Agreement.
- 3.2 If at any time following the issue of a Dispute Notice to the Authority, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more Suppliers other than the Supplier to whom the Dispute initially relates (the "**Originating Supplier**"), then the Authority shall be entitled to determine that the Dispute is a Multi-Collaborating Parties Dispute and to serve a Multi-Collaborating Parties Procedure Initiation Notice on the Originating Supplier which sets out the Authority's determination that the Dispute is a Multi-Collaborating Parties Dispute. The Multi-Collaborating Parties Procedure Initiation Notice shall specify any other Related Suppliers.
- 3.3 Where a Dispute between Suppliers is referred to the Joint Service Transition Board then the Joint Service Transition Board shall consider whether the matters giving rise to the Dispute involve additional Suppliers and if so send a Multi-Collaborating Parties Procedure Initiation Notice to the Related Suppliers that a Multi-Collaborating Parties Dispute has arisen.
- 3.4 If following the issue of a Dispute Notice but before the Dispute has been referred to arbitration (to the extent that such forms of alternative dispute resolution are permitted under the Originating Supplier's Supplier Agreement, where the Dispute includes the Authority), the Originating Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Suppliers, the Originating Supplier may serve a Supplier Request on the Authority or the Joint Service Transition Board

(as applicable).

- 3.5 The Authority or Joint Service Transition Board (as applicable) shall consider each Supplier Request submitted to it and shall determine within five (5) Working Days whether the Dispute is:
- (a) a Multi-Collaborating Parties Dispute, in which case it shall serve a Multi-Collaborating Parties Procedure Initiation Notice on the Related Suppliers; or
 - (b) not a Multi-Collaborating Parties Dispute, in which case it shall serve written notice of such determination upon the Originating Supplier (and any other Suppliers, as necessary) and the Dispute shall be treated in accordance with the dispute resolution procedure in the Originating Supplier's Supplier Agreement.
- 3.6 If the Authority or Joint Service Transition Board has determined, following a Supplier Request, that a Dispute is not a Multi-Collaborating Parties Dispute, the Originating Supplier may not serve another Supplier Request with reference to the same Dispute.
- 3.7 The Authority may also serve a Multi-Collaborating Parties Procedure Initiation Notice on one or more Suppliers following any determination by the Joint Service Transition Board that a Dispute is a Multi-Collaborating Parties Dispute.
- 3.8 Following service of a Multi-Collaborating Parties Procedure Initiation Notice a Multi-Collaborating Parties Dispute shall be dealt with by a board (in relation to such Multi-Collaborating Parties Dispute, the "**Multi-Collaborating Parties Dispute Resolution Board**") comprising representatives from the following parties to the Multi-Collaborating Parties Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Collaborating Parties Dispute:
- (a) the Authority;
 - (b) the Originating Supplier;
 - (c) each Related Supplier involved in the Multi-Collaborating Parties Dispute; and
 - (d) any other representatives of any of the Parties whom the Authority considers necessary,
- (together "**Multi-Collaborating Parties Dispute Representatives**").
- 3.9 Subject to Paragraph 3.11 of this Schedule 3, the Parties agree that the Multi-Collaborating Parties Dispute Resolution Board shall seek to resolve the

relevant Multi-Collaborating Parties Dispute in accordance with the following principles and procedures:

- (a) the Dispute Parties shall procure that their Multi-Collaborating Parties Dispute Representatives attend all meetings of the Multi-Collaborating Parties Dispute Resolution Board in respect of the Multi-Collaborating Parties Dispute;
- (b) the Multi-Collaborating Parties Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Collaborating Parties Procedure Initiation Notice at such time and place as the Dispute Parties may agree or, if those Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Collaborating Parties Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
- (c) in seeking to resolve or settle any Multi-Collaborating Parties Dispute, the members of the Multi-Collaborating Parties Dispute Resolution Board shall have regard to the principle that a Multi-Collaborating Parties Dispute should be determined based on the contractual rights and obligations between the Dispute Parties and that any apportionment of costs should reflect the separate components of the Multi-Collaborating Parties Dispute.

3.10 Subject to Paragraph 3.11 of this Schedule 3, if a Multi-Collaborating Parties Dispute is not resolved between the relevant Parties within twenty five (25) Working Days of the issue of the Multi-Collaborating Parties Procedure Initiation Notice (or such longer period as the Dispute Parties may agree in writing), then:

- (a) any Dispute Party may serve a Mediation Notice in respect of the Multi-Collaborating Parties Dispute in which case Paragraph 4 of this Schedule 3 shall apply; and/or
- (b) Paragraph 5 of this Schedule 3 shall apply to the Multi-Collaborating Parties Dispute.

3.11 The Authority may, in its absolute discretion, reduce the timescale for the resolution of Multi-Collaborating Parties Disputes set out in Paragraph 2.1 of this Schedule 3, or this Paragraph 3.

4 Mediation

4.1 If a Mediation Notice is served, the Dispute Parties shall attempt to resolve the Dispute in accordance with the version of CEDR's Model Mediation Agreement which is current at the time the Mediation Notice is served (or such other

version as the Dispute Parties may agree).

- 4.2 If the Dispute Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within twenty (20) Working Days from (and including) the service of a Mediation Notice then any Dispute Party may apply to CEDR to nominate such a person.
- 4.3 If the Dispute Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Dispute Parties so request and the Mediator agrees, the Mediator shall produce for the Dispute Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Dispute Parties (in accordance with Clause 17 where appropriate). The Mediator shall assist the Dispute Parties in recording the outcome of the mediation.
- 4.5 The CEDR Model Mediation Procedure (together with the provisions of this Schedule 3) shall apply to govern the mediation and is deemed to be incorporated into this Agreement. Notwithstanding the foregoing, in the event of an inconsistency between the CEDR Model Mediation Procedure and this Schedule 3 (including as to the timescales set out in Paragraph 4.2) then the provisions of this Schedule 3 shall prevail.

5 Arbitration

- 5.1 Subject to compliance with its obligations under Paragraph 3.9 of this Schedule 3, a Dispute Party may at any time before court proceedings are commenced refer a Dispute to arbitration in accordance with the provisions of Paragraph 5.2 of this Schedule 3.
- 5.2 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraph 5.1 of this Schedule 3:
 - (a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the LCIA (subject to Paragraphs 5.2(e), (f) and (g) of this Schedule 3);
 - (b) the arbitration shall be administered by the LCIA;
 - (c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - (d) if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

- (e) the chair of the arbitral tribunal shall be British;
- (f) the arbitration proceedings shall take place in London and in the English language; and
- (g) the seat of the arbitration shall be London.

COLLABORATION SUPPLIER	NAME/REFERENCE OF CONTRACT	AGREEMENT REFERRING TO:	EFFECTIVE DATE OF CONTRACT