

# **DPS Schedule 6 (Order Form Template and Order Schedules)**

## **Order Form**

ORDER REFERENCE: 1843 – W172150

THE BUYER: NHS England on behalf of South Central and West CSU

BUYER ADDRESS Omega House, 112 Southampton Road, Eastleigh, SO50 5PB

THE SUPPLIER: JB International Training Limited

SUPPLIER ADDRESS: Wohl Enterprise Hub, 2b Redbourne Ave, London, N3 2BS

REGISTRATION NUMBER: 08458005

DUNS NUMBER: 219327891

DPS SUPPLIER REGISTRATION SERVICE ID: TBC

### **APPLICABLE DPS CONTRACT**

This Order Form is for the provision of Python Training and dated 17<sup>th</sup> March 2024.

It's issued under the DPS Contract with the reference number RM6219 for the provision of Learning and Training Services.

### **DPS FILTER CATEGORY(IES):**

Standard off the Shelf Training Courses – Python Training.

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### **ORDER INCORPORATED TERMS**

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
1. Joint Schedule 1(Definitions and Interpretation) RM6219
2. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6219
    - Joint Schedule 1 (Definitions)
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 11 (Processing Data)
  - Order Schedules for RM6219
    - Order Schedule 5 (Pricing Details)
    - Order Schedule 20 (Order Specification)
3. CCS Core Terms (DPS version) v1.0.3
4. Joint Schedule 5 (Corporate Social Responsibility) RM6219

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

### **ORDER SPECIAL TERMS**

The training courses must be delivered by 31<sup>st</sup> March 2026.

ORDER START DATE: 17<sup>th</sup> March 2025

ORDER EXPIRY DATE: 31<sup>st</sup> March 2025

### **DELIVERABLES**

See details in Order Schedule 20 (Order Specification)

### **MAXIMUM LIABILITY**

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £36,000.

### **ORDER CHARGES**

See details in Order Schedule 5 (Pricing Details)

### **REIMBURSABLE EXPENSES**

None

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### PAYMENT METHOD

The payment method for this Contract is via purchase order.

The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

### BUYER'S INVOICE ADDRESS:

#### BUYER'S INVOICE ADDRESS:

NHS South, Central and West CSU

ODF PAYABLES M425

PO BOX 312, LEEDS

LS11 1HP

### BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Head of BI Analytics – Operations and Improvement | Digital, Data and Technology (DDaT), BI Analytics

E: [REDACTED]@nhs.net

### BUYER'S ENVIRONMENTAL POLICY

<https://www.scwcsu.nhs.uk/about/sustainability>

### BUYER'S SECURITY POLICY

NHS England – Information Security Policy V2.0

Available from:

[NHS England » Information Security Policy](#)

### SUPPLIER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]

Role: Director,

Address: Wohl Enterprise Hub,

2b Redbourne Ave,

London

N3 2BS

Email address: [REDACTED]@jbinternational.co.uk

### SUPPLIER'S CONTRACT MANAGER

Name: [REDACTED]

Role: Director,

Address: Wohl Enterprise Hub,

2b Redbourne Ave,

London

N3 2BS

Email address: [REDACTED]

### PROGRESS REPORT FREQUENCY

Provide a register of attendance within 48 hours of the course completion along with a summary of learner feedback.

DPS Ref: RM

Project Version: v1.0

Model Version: v1.3

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**PROGRESS MEETING**

Formal progress meetings are not required due to the short delivery timescales, however, brief check-in meetings between the JBI Account Manager and SCW Contract Manager will be scheduled as required.

**KEY STAFF**

[REDACTED]

[REDACTED]@jbinternational.co.uk

**2B Redbourne Avenue, London N3 2BS****KEY SUBCONTRACTOR(S)****Not applicable****E-AUCTIONS****Not applicable****COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**SERVICE CREDITS**

Not applicable

**Services Level Agreement (SLA)**

<b>SLA</b>	<b>Response Required</b>	<b>Service level</b>
Acknowledge issues and requests raised within 1 business day	JBI's Relationship Manager will acknowledge both within 1 business day	<b>100%</b>
Advising of non-attendee for a course or examination	Within 1 business day by email to BI Analytics Admin mailbox: <a href="mailto:scwcsu.bianalytics-admin@nhs.net">scwcsu.bianalytics-admin@nhs.net</a>	<b>100%</b>
Availability of JBI Account Manager	Daily availability within office hours, 9-5pm, and on annual leave a defined point of contact	<b>100%</b>
Provision of reports and management information as above under "PROGRESS REPORT FREQUENCY"	Reporting to SCW Contract Manager within 48 hours of the course completion, via email (secure/password protected).	<b>100%</b>

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

DPS Ref: RM

Project Version: v1.0

Model Version: v1.3

Not applicable

## SOCIAL VALUE COMMITMENT

As submitted in supplier's tender response:

3	Social Value
	<p>Please confirm your organisation's approach to MAC 3.2</p> <p>Sub-Criteria for MAC 2.3: Education and training Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"><li>● Understanding of employment and skills issues, and of the education and training issues relating to the contract. Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups underrepresented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges.</li><li>● Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.</li><li>● Activities to support relevant sector related skills growth and sustainability in the contract workforce. Illustrative examples: careers talks, curriculum support, literacy support, safety talks and volunteering.</li><li>● Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3 and 4+) in relation to the contract.</li></ul> <p>Model Award Criteria (MAC) reference table: <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf</a></p>
	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>

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	(Max 500 words)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Director	Role:	Director of Business Strategy & Governance
Date:	18/3/25	Date:	20/03/2025



## DPS Schedule 5 (Pricing Details)

### COSTING SCHEDULE (Part A) – 100% weighting

Contract costs must be aligned to the CCS RM6129 DPS supplier relevant price model.

Costs must be exclusive of VAT. Whole life costs throughout the contract duration will be monitored against costs provided in this schedule. Please insert all costs relevant to this contract. Bidders are not permitted to alter the table format, other than by inserting additional rows to itemise the pricing structure.

Organisation	Deliverable Elements	Input Days	Day Rate	Total
JB International Training Ltd	"Foundation Level Python Skills" Training Courses.  (36 delegates total, qualifying for 50% volume discount on £2000/delegate as per RM6219 DPS spreadsheet for 11+ delegates)  Delivered to 3 cohorts of 12 delegates each  3 days training per cohort	9	£4000	£36000
			£0.00	
			£0.00	
Total	-	-	-	£36,000.00

#### Budget

The maximum budget under this contract is £51,256.00

## Call-Off Schedule 20 (Call-Off Order Specification)

## Background and Context

NHS South, Central and West (NHS SCW) provides support and transformation services to health and care systems, helping them achieve the best possible outcomes for people, communities and populations. Our support comes in the form of consultancy advice, transformation delivery, service support and the sharing of best practices.

Our analytics and data management services are seeking to accelerate the development of Python skills, to reach a critical mass of team members with a good foundation skill level. This is essential for our services to ensure continued professional, high performing and innovative services aligning our skills and capability for modern and national platforms.

One-off funding has become available to support the above requirement, with the condition that training is delivered in 2024/25 financial year (i.e. before 31/03/2025).

## Service Delivery / Product Requirement

- Three training cohorts, each cohort comprising 3 x days training. See Table 1 for the detailed specification.
- Instructor-led, interactive learning
- Virtually delivered, hosted through the supplier's platform which has a proven track record for stability and performance. Supplier hosted training environment where learners obtain practical experience in applying techniques learnt through the course.
- Virtual access to training materials. Materials to be available to learners for at least 12 months following the course.
- Training to be delivered by 31/03/2025.

Course	Foundation level Python skills
Duration	Each cohort = 3 days
Number of delegates	Maximum of 12 delegates per cohort
Who is it for?	Delegates with no / minimal prior programming experience. Delegates who are comfortable with numerical / logical applications e.g. through prior experience with Excel or other software.
Learner outcomes	Following training, delegates will be able to: <ul style="list-style-type: none"><li>• Declare variables and initialise them</li><li>• Construct expressions with arithmetic, logical and relational operators</li><li>• Use conditional statements</li><li>• Declare and use modules</li><li>• Use and create Python Objects</li><li>• Use built-in library functions and dictionaries</li><li>• Interact with databases</li><li>• Apply Python to interact with data for simple descriptive statistics and data visualisation</li></ul>
Content	Python fundamentals: <ul style="list-style-type: none"><li>• Fundamental terms and definitions</li><li>• Python's logic and structure (e.g. keywords, instructions, indentation).</li></ul>



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	<ul style="list-style-type: none"><li>• Literals, variables, and numeral systems,</li><li>• Operators and data types</li><li>• Control flow mechanisms (conditional blocks and loops)</li><li>• Data collections (lists, tuples, dictionaries, strings)</li><li>• Functions (decomposition, built-in and user-defined functions, organizing interaction between functions and their environment, generators, r recursion)</li><li>• Exceptions (exception handling, hierarchies)</li><li>• Essentials of Python programming language syntax, semantics, and the runtime environment.</li></ul> <p>Analytical application:</p> <ul style="list-style-type: none"><li>• Data Visualisation (including Series and DataFrames)</li><li>• Pandas (including Series and DataFrames)</li><li>• Working with relational databases in Python, SQLAlchemy for database interaction, integration of Pandas and SQL</li></ul>
Other	Whilst the above specification outlines the required content and learning outcomes, we are looking for an element of customisation to support our business requirements.

### Outcomes

- Effective delivery of training in line with the specification.
- Positive learner evaluation of training provision.
- Effective working relationship between supplier account manager(s) and SCW internal account manager(s).
- Clear communication with the learners to provide the joining information.
- Reporting to SCW on attendance, providing a register of attendance within 48 hours of the course completion.

### Monitoring and reporting

Reporting to SCW on attendance, providing a register of attendance within 48 hours of the course completion.

### Contract Manager

Head of BI Analytics – Operations and Improvement | Digital, Data and Technology (DDaT), BI Analytics.

### Expected contract start date and End date

17<sup>th</sup> March 2025 – 31<sup>st</sup> March 2025

### Delivery Address

Virtual training

**IR35**

DPS Ref: RM  
Project Version: v1.0  
Model Version: v1.3

For the avoidance of doubt, work undertaken through this contract is deemed to be within the IR35 Regulations, meaning that any Trainers, Training Specialists or Educators put forward by the Supplier, must either be a direct employee of their organisation, or subcontracted via an umbrella corporation. No Trainer, Training Specialist or Educator that is outside of the scope of IR35 will be accepted. In accordance with audit requirements, the supplier must provide throughout the life of the contract information when requested, to confirm that the roles/staff provided are within IR35.

Clarification response:

**Clarifications and Template for Responses (Part B)**

**Any submission which fails to use this template may not be considered for this contract.**

Please provide a response to the clarifications below; by submitting your response to the following email address: [scwcsu.justaskprocurement@nhs.net](mailto:scwcsu.justaskprocurement@nhs.net) by 17:00 hours, on 19 February 2025 the latest.

All proposals will be subject to the terms indicated in Document no 3 – Terms and Conditions of Contract.

**Pass / Fail questions evaluation criteria:**

Pass/Fail questions – if a bidder fails any clarification question below this means their offer will be disregarded and set aside without further evaluation.

**Pass evaluation criteria=** The contracting authority is satisfied the supplier is eligible and capable of meeting the requirements in full.

**Fail evaluation criteria=** The contracting authority is not satisfied the supplier is eligible and capable of meeting the requirements in full.

Responses in accordance with your Service Definition Document which has been provided within the CCS Dynamic Purchasing System Marketplace <a href="#">DPS Marketplace</a>	
1	<b>Timeline</b>
On the basis the Authority enters into contract with the successful supplier mid-March 2025, please confirm your ability to deliver the requirements in full as set out in this document. If successful, please provide your available dates to deliver the training courses.	
<div></div>	
(Max 250 words)	
2	<b>Delivery within Budget</b>

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Confirmation you can deliver the training within the maximum budget of £51,256.00

[Redacted]

(Max 250 words)

3 Social Value

Please confirm your organisation's approach to MAC 3.2

Sub-Criteria for MAC 2.3: Education and training Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of employment and skills issues, and of the education and training issues relating to the contract. Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups underrepresented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges.
- Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.
- Activities to support relevant sector related skills growth and sustainability in the contract workforce. Illustrative examples: careers talks, curriculum support, literacy support, safety talks and volunteering.
- Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3 and 4+) in relation to the contract.

Model Award Criteria (MAC) reference table: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf)



	<div></div> <p>(Max 500 words)</p>
4	Qualitative and Pricing Offer
	Confirm your qualitative clarifications and cost offer is in accordance with the RM6129 Learning and Training DPS
	<div></div>

	(Max 250 words)
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### Clarifications

**From:** [REDACTED]@jbinternational.co.uk>  
**Sent:** 04 March 2025 09:49  
**To:** JUSTASKPROCUREMENT, Scwcsu (NHS SOUTH, CENTRAL AND WEST COMMISSIONING SUPPORT UNIT) <scwcsu.justaskprocurement@nhs.net>; [REDACTED] (NHS SOUTH, CENTRAL AND WEST COMMISSIONING SUPPORT UNIT) <[REDACTED]@nhs.net>  
**Cc:** [REDACTED]@jbinternational.co.uk>; [REDACTED] (NHS SOUTH, CENTRAL AND WEST COMMISSIONING SUPPORT UNIT) <[REDACTED]@nhs.net>  
**Subject:** RE: 1843 Python Training - pricing clarification

This message originated from outside of NHSmail. Please do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi [REDACTED]  
Our RM6219 DPS pricing already includes a 50% discount for groups of more than 11 delegates. You told me at the outset that this tender needs to be done strictly in accordance with the published DPS pricing in order to make it fair to all bidders.  
Your our total pricing published on RM6219 DPS based on 3 groups of 12 delegates is £36,000+vat.  
Hope this clarifies.  
Thanks  
Jon

**From:** [REDACTED]@jbinternational.co.uk>  
**Sent:** 06 March 2025 10:44  
**To:** [REDACTED] (NHS SOUTH, CENTRAL AND WEST COMMISSIONING SUPPORT UNIT) <[REDACTED]>; JUSTASKPROCUREMENT, Scwcsu (NHS SOUTH, CENTRAL AND WEST COMMISSIONING SUPPORT UNIT) <scwcsu.justaskprocurement@nhs.net>  
**Cc:** [REDACTED]@ JBI Training <[REDACTED]@jbinternational.co.uk>; LEWIS, Darren (NHS SOUTH, CENTRAL AND WEST COMMISSIONING SUPPORT UNIT) <[REDACTED]@nhs.net>  
**Subject:** RE: 1843 Python Training - pricing clarification

This message originated from outside of NHSmail. Please do not click links or open attachments unless you recognise the sender and know the content is safe.

BTW [REDACTED]

In case there is any doubt at your end...

I have just been told that there is an audit trail on the DPS which shows which versions of the pricing templates were in place over the last few months (we upload them periodically to include new courses and pricing changes).



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The version that was in place on the bid deadline date of 21 Feb was uploaded earlier in the month and definitely contained the discounts.

I have attached the copy downloaded from the DPS Audit trail that was active on 21 Feb (you can request this info from DPS as well, if needed).

Thanks  
Jon

### Standard Off the Shelf Training Courses

You shall enter your % discount reduction or % increase (-%) on the Course cost in all of the rows C13 to C16, this is mandatory.

In D18 select Yes or No from the pull down list if the values from table 1 include a free re-sit

If selected NO from the pull down include a price in D19 and list and/or explain the basis of cost in the text box below.

Within the Cost Component Breakdown table if You are providing a service or product free of charge then please leave the value as £0.00  
The Cost Component Breakdown table 2, is mandatory and will form part of the DPS Agreement to ensure price transparency and assist Verification of value for money in provision of the Services.

After completion the Cost Component Breakdown table shall total 100%. If you exceed 100% the value in the total cell will turn red.

Table 1

Quantity (Number of Delegates)	% Reduction or Increase on Course cost		
1 to 10			
11 to 50			
51 to 100			
over 100			

## 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 Central Government Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
  - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
  - 1.3.12 in entering into a Contract the Relevant Authority is acting as part of the Crown; and
  - 1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
    - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of

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section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

1.3.14 unless otherwise provided, references to **“Buyer”** shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to **“Order Contract”** and **“Contract”** shall be construed as including Exempt Order Contracts.

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

<b>“Accessed Contracts”</b>	Government commercial agreements which are available to the Buyer and which the Buyer can grant access to the Supplier, as per Order Schedule 27 Accessed Contracts and Construction Contracts
<b>“Accounting Reference Date”</b>	in each year the date to which the Supplier prepares its annual audited financial statements;
<b>"Achieve"</b>	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 <b>"Achieved"</b> , <b>"Achieving"</b> and <b>"Achievement"</b> shall be construed accordingly;
<b>"Additional Insurances"</b>	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>“Additional Service Or Additional Deliverable”</b>	the Services as defined in DPS Schedule 1 – Specification that Suppliers may elect to provide under this DPS.
<b>"Admin Fee"</b>	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: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>"Affected Party"</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	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;
<b>“Agent(s)”</b>	means the individual (s) delivering the service
<b>“AI”</b>	Artificial Intelligence;
<b>“Annex”</b>	extra information which supports a Schedule;
<b>"Approval"</b>	the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;

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<b>“Asset”</b>	any item or equipment owned by the Buyer which is maintained by the Supplier as part of the required Services.
<b>“Asset Verification”</b>	Is the process that the Supplier undertakes to verify the Assets as detailed in the Specification;
<b>“Asset Verification Audit”</b>	· An audit on the due diligence data provided by the Buyer to ensure potential errors, inaccuracies or omissions in the Asset Data are identified and included in the Asset Verification Report;
<b>“Asset Verification Report”</b>	Is the report that the Supplier will produce to detail the findings and remedial action required to address any errors, inaccuracies or omissions identified in the “Asset Verification Audit” where revisions to the “Asset” information may, where agreed with the Buyer, necessitate revisions to the “Services” and/or “Charges” to ensure compliance with the Buyer’s statutory and/or insurance obligations
<b>“Asset Verification Rectification Plan”</b>	A plan produced by the Supplier once the content of the Asset Verification Report has been agreed by the Buyer, that will include rectifications and the costs associated with the delivery of the PPM and reactive maintenance works;
<b>“Asset Verification Non Compliance Report”</b>	Asset Verification Non-Compliance Report is the report produced that shall include written evidence of findings, photographs, recommendations and associated costs to the Buyer to rectify the risks of non-compliance;
<b>“Assistive Technologies”</b>	describes products or systems that support and assist individuals with disabilities, restricted mobility or other impairments to perform functions that might otherwise be difficult or impossible;
<b>"Audit"</b>	<p>the Relevant Authority’s right to:</p> <ul style="list-style-type: none"> <li>● verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>● 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;</li> <li>● verify the Open Book Data;</li> <li>● verify the Supplier’s and each Subcontractor’s compliance with the Contract and applicable Law;</li> <li>● identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>● 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;</li> <li>● obtain such information as is necessary to fulfil the Relevant Authority’s obligations to supply information for parliamentary, ministerial, judicial</li> </ul>

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	<p>or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <ul style="list-style-type: none"> <li>● review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>● 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;</li> <li>● 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</li> <li>● verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</li> </ul>
<b>"Auditor"</b>	<ul style="list-style-type: none"> <li>● the Relevant Authority's internal and external auditors;</li> <li>● the Relevant Authority's statutory or regulatory auditors;</li> <li>● the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> <li>● HM Treasury or the Cabinet Office;</li> <li>● any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</li> <li>● successors or assigns of any of the above;</li> </ul>
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	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;
<b>"Back Office Processing"</b>	administrative functions carried out either manually or automated not requiring front line contact;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Billable Works"</b>	means Deliverables that are not included in the Baseline Monthly Payment and are raised in accordance with the Billable Works and Approvals Process.
<b>"Billable Works and Approval Process"</b>	means the process described as such in DPS Schedule 25 (Billable Works & Projects) - Appendix 1 – Billable Works and Approvals Process
<b>"Billable Works Management Uplift Percentage"</b>	The % applied to the cost of the Billable Works as set out in the Pricing Matrix, to cover overhead costs as detailed in Order schedule 25 - Billable Works paragraph 2.2



## DPS Schedule 6 (Order Form Template and Order Schedules)

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<b>"Bronze Contract"</b>	An Order Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool
<b>"Business Critical Events"</b>	means any event: (i) described as such in the Order Form; (ii) which relates to the immediate security or health and safety of Buyer Premises; or (iii) which triggers the invocation of the Business Continuity and Disaster Recovery Plan;
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>"Buyer Assets"</b>	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;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
<b>"Buyer Equipment"</b>	any Buyer Assets at any Site on the Start Date;
<b>"Buyer Premises"</b>	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);
<b>"Buyer Third Parties"</b>	any third party Supplier providing deliverables to the Buyer
<b>"Carbon Reduction Plan"</b>	a plan which contains the details of emissions across a single year against a range of emissions sources and greenhouse gasses, as per PPN 06/21.
<b>"CCS"</b>	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;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
<b>"Central Government Body"</b>	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: <ul style="list-style-type: none"> <li>○ Government Department;</li> <li>○ Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>○ Non-Ministerial Department; or</li> <li>○ Executive Agency;</li> </ul>
<b>"Change in Law"</b>	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;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and

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	proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Management Plan"</b>	The process by which a Supplier shall plan, organise, control, and lead activities that ensure compliance with all legal requirements and any Buyer specified Services outlined within the Order Contract.
<b>"Compliance Management System"</b>	An integrated system of documents, processes, tools, controls, and functions designed to ensure compliance with all legal requirements and any Buyer specified Services outlined within the Order Contract.
<b>"Compliance Report"</b>	Compliance Report is the report produced to highlight whether the Buyer Premises in its current condition and in the way it is currently used is fully compliant with all legislation and statutory requirements.
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Condition Survey"</b>	means a formal periodic survey carried out by the Supplier on the Buyer's systems, Assets and building fabric, performed annually (or as otherwise specified by the Buyer);
<b>"Confidential Information"</b>	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 <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	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;
<b>"Continuous Improvement"</b>	is an ongoing effort to improve products, services or processes;
<b>"Contract"</b>	either the DPS Contract or the Order Contract, as the context requires;
<b>"Contract Management"</b>	is the process that ensures Suppliers adhere to their agreed contractual obligations along with negotiating any future changes that need to take place;
<b>"Contract Period"</b>	the term of either a DPS Contract or Order Contract on and from the earlier of the:  a) applicable Start Date; or  b) the Effective Date

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	up to and including the applicable End Date;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the UK GDPR;
<b>"Core Service or Core Deliverable"</b>	the services as defined in DPS Schedule 1 – Specification that all Suppliers must be capable of providing.
<b>"Core Terms"</b>	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under DPS Contracts and Order Contracts;
<b>"Costs"</b>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> <li>○ the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> <li>i) base salary paid to the Supplier Staff;</li> <li>ii) employer's National Insurance contributions;</li> <li>iii) pension contributions;</li> <li>iv) car allowances;</li> <li>v) any other contractual employment benefits;</li> <li>vi) staff training;</li> <li>vii) work place accommodation;</li> <li>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>ix) reasonable recruitment costs, as agreed with the Buyer;</li> </ul> </li> <li>○ costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</li> </ul>

## DPS Schedule 6 (Order Form Template and Order Schedules)

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	<ul style="list-style-type: none"> <li>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</li> <li>Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding: <ul style="list-style-type: none"> <li>Overhead;</li> <li>financing or similar costs;</li> <li>maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</li> <li>taxation;</li> <li>finances and penalties;</li> <li>amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</li> <li>non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ul> </li> </ul>
<b>"CRM"</b>	Customer Relationship Management;
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive 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;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
<b>"Data Protection Liability Cap"</b>	the amount specified in the DPS Appointment Form;
<b>"Data Protection Officer"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Services"</b>	third-party services that help to manage data for clients;
<b>"Data Subject"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Subject Access Request"</b>	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;

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<b>"Data Validation Audit"</b>	an audit on the due diligence data provided by the Buyer to ensure that potential errors, inaccuracies or omissions in the Service data issued by the outgoing Supplier are identified.
<b>"Data Validation Report"</b>	is the report that the Supplier will produce to detail the findings and remedial action required to address any errors, inaccuracies or omissions identified in the "Data Validation Audit" where revisions to the Service data may, where agreed with the Buyer, necessitate revisions to the "Services" and/or "Charges" to ensure compliance with the Buyer's statutory and/or insurance obligations;
<b>"DBS"</b>	Disclosure and Barring Service;
<b>"Deductions"</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
<b>"Default"</b>	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;
<b>"Default Management Levy"</b>	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
<b>"Delay Payments"</b>	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;
<b>"Deliverables"</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>"Delivery"</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>"Dispute"</b>	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:



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	<ul style="list-style-type: none"> <li>○ 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</li> <li>○ is required by the Supplier in order to provide the Deliverables; and/or</li> <li>○ has been or shall be generated for the purpose of providing the Deliverables;</li> </ul>
<b>"DOTAS"</b>	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;
<b>"DPA 2018"</b>	the Data Protection Act 2018;
<b>"DPS"</b>	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
<b>"DPS Application"</b>	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
<b>"DPS Appointment Form"</b>	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
<b>"DPS Contract"</b>	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
<b>"DPS Contract Period"</b>	the period from the DPS Start Date until the End Date of the DPS Contract;
<b>"DPS Expiry Date"</b>	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
<b>"DPS Incorporated Terms"</b>	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
<b>"DPS Initial Period"</b>	the initial term of the DPS Contract as specified in the DPS Appointment Form;
<b>"DPS Optional Extension Period"</b>	such period or periods beyond which the DPS Initial Period may be extended as specified in the DPS Appointment Form;
<b>"DPS Pricing"</b>	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
<b>"DPS Registration"</b>	the registration process a Supplier undertakes when submitting its details onto the Platform;
<b>"DPS SQ Submission"</b>	the Supplier's selection questionnaire response;
<b>"DPS Special Terms"</b>	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;

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<b>"DPS Start Date"</b>	the date of start of the DPS Contract as stated in the DPS Appointment Form;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Electronic Invoice"</b>	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
<b>"Employment Regulations"</b>	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;
<b>"End Date"</b>	the earlier of: <ul style="list-style-type: none"> <li>○ the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</li> <li>○ if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</li> </ul>
<b>"Environmental Policy"</b>	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;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"ERP"</b>	Enterprise Resource Planning;
<b>"Estimated Year 1 Contract Charges"</b>	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form;
<b>"Estimated Yearly Charges"</b>	means for the purposes of calculating each Party's annual liability under clause 11.2 : <ul style="list-style-type: none"> <li>i) in the first Contract Year, the Estimated Year 1 Contract Charges; or</li> <li>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or</li> <li>iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;</li> </ul>
<b>"Ethical Wall"</b>	a method of preventing information from being shared or communicated to avoid conflicts of interests within the Supplier's organisation in line with Core Terms 32.1 and as referenced within Order schedule 25 – Billable Works and Projects;
<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;

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<b>“Exempt Buyer”</b>	a public sector purchaser that is: <ul style="list-style-type: none"><li>a) eligible to use the DPS; and</li><li>b) is entering into an Exempt Order Contract that is not subject to (as applicable) any of:<ul style="list-style-type: none"><li>i. the Regulations;</li><li>ii. the Concession Contracts Regulations 2016 (SI 2016/273);</li><li>iii. the Utilities Contracts Regulations 2016 (SI 2016/274);</li><li>iv. the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</li><li>v. the Remedies Directive (2007/66/EC);</li><li>vi. Directive 2014/23/EU of the European Parliament and Council;</li><li>vii. Directive 2014/24/EU of the European Parliament and Council;</li><li>viii. Directive 2014/25/EU of the European Parliament and Council; or</li><li>ix. Directive 2009/81/EC of the European Parliament and Council;</li></ul></li></ul>
<b>“Exempt Order Contract”</b>	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the DPS Contract;
<b>“Exempt Procurement Amendments”</b>	any amendments, refinements or additions to any of the terms of the DPS Contract made through the Exempt Order Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
<b>"Existing IPR"</b>	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);
<b>"Existing Service"</b>	a service that is already being provided either in-house or outsourced;
<b>“Exit Day”</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>"Expiry Date"</b>	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
<b>"Filter Categories"</b>	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
<b>“Financial Distress Event”</b>	a) the credit rating of the Supplier, any Guarantor or any Key Subcontractor drops below Credit Rating Threshold of the relevant Rating Agency;

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	<p>b) the Supplier, any Guarantor or any Key Subcontractor issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;</p> <p>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier, any Guarantor or any Key Subcontractor;</p> <p>d) the Supplier, any Guarantor or any Key Subcontractor commits a material breach of covenant to its lenders;</p> <p>e) a Key Subcontractor notifies the Relevant Authority that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; or</p> <p>any of the following in respect of the Supplier, any Guarantor or any Key Subcontractor: (i) commencement of any litigation with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m; ii) non-payment of any financial indebtedness; iii) any financial indebtedness becoming due as a result of an event of default; iv) the cancellation or suspension of any financial indebtedness or v) an external auditor expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that entity, in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract;</p>
<b>"Financial Reports"</b>	<p>a report by the Supplier to the Buyer that:</p> <p>provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</p> <p>provides a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);</p> <p>is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and</p> <p>f) is certified by the Supplier's Chief Financial Officer or Director of Finance;</p>
<b>"Flexible Working"</b>	also known as flexitime or flexitime, refers to non-traditional working arrangements that take into account an individual's personal needs
<b>"FOIA"</b>	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;
<b>"Force Majeure Event"</b>	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:

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	riots, civil commotion, war or armed conflict; acts of terrorism; acts of government, local government or regulatory bodies; fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
<b>"Force Majeure Notice"</b>	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;
<b>"Former Supplier"</b>	a Supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Subcontractor of such Supplier (or any Subcontractor of any such Subcontractor);
<b>"General Anti-Abuse Rule"</b>	the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"General Ledger"</b>	the main accounting record of a company or organization
<b>"Gold Contract"</b>	An Order Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool.
<b>"Goods"</b>	goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form ;
<b>"Good Industry Practice"</b>	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;
<b>"Government"</b>	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;
<b>"Government Buying Standards"</b>	means product specifications in line with the European Commission's Green Public Procurement initiative. The current Government Buying Standards are owned by DEFRA;
<b>"Government Data"</b>	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:



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	are supplied to the Supplier by or on behalf of the Authority; or the Supplier is required to generate, process, store or transmit pursuant to a Contract;
<b>“Greening Government Commitments”</b>	means the UK policy commitments to greening operations and procurement set by the Department for the Environment, Food and Rural Affairs (DEFRA)
<b>"Guarantor"</b>	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;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>“Historic Volumes”</b>	the level of activity that has previously been delivered
<b>“HM Government”</b>	Her Majesty's Government;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>"Impact Assessment"</b>	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:  details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;  details of the cost of implementing the proposed Variation;  details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;  a timetable for the implementation, together with any proposals for the testing of the Variation; and  such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
<b>"Implementation Plan"</b>	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>“Incumbent Supplier”</b>	is the Supplier already engaged by the customer to provide the Services which are to be provided by the Supplier on the commencement of the contract for Services
<b>"Inclusive Repair Threshold"</b>	means the financial threshold (excluding Overhead and Profit) as specified in the Order Form, under which the costs of individual Reactive Maintenance Works are included in the Baseline Monthly Payment and which it shall apply per event and not, for example, per trade;
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;

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<b>"Independent Control"</b>	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 <b>"Independent Controller"</b> shall be construed accordingly;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	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;
<b>"Initial Period"</b>	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p>

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	<p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<b>"Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	<p>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>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>all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	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;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"ISO"</b>	International Organization for Standardization;
<b>"Joint Controller Agreement"</b>	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> );
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Joint Schedule(s)"</b>	means the CCS joint schedule(s) which are common to each Core Terms Contract;
<b>"Key Personnel"</b>	individuals (if any) identified as such in the Order Form;

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<b>"Key Staff"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	<p>any Subcontractor:</p> <p>which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>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 Order Contract,</p> <p>and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>
<b>"Know-How"</b>	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;
<b>"Labour Count"</b>	means the total number of Transferring Former Supplier Employees and/or Transferring Employer Employees identified in the Supplier's solution;
<b>"Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
<b>"LBAC"</b>	Label-based access control (LBAC) greatly increases the control you have over who can access your data. LBAC lets you decide exactly who has write access and who has read access to individual rows and individual columns;
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly;
<b>"Management Information" or "MI"</b>	the management information specified in DPS Schedule 5 (Management Levy and Information);
<b>"Management Levy"</b>	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
<b>"Mandatory Wage"</b>	<p>Means either:</p> <p>a) the statutory minimum hourly rate of pay including the National Living Wage and National Minimum Wage as set by the Crown; or</p> <p>b) in the case of an Order Contract the introduction of a requirement by the Buyer that the Supplier pay Supplier Personnel a non-statutory minimum hourly rate of pay.</p>

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<b>"MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period
<b>"MI Failure"</b>	means when an MI report:  contains any material errors or material omissions or a missing mandatory field; or  is submitted using an incorrect MI reporting Template; or  is not submitted by the reporting date (including where a declaration of no business should have been filed);
<b>"MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);
<b>"MI Reporting Template"</b>	means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	an event or task described in the Implementation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>"Mobilisation Period"</b>	is a [six (6) Month] period, following the Effective Date, prior to commencement of the Services (unless stated otherwise in the Order Form)
<b>"Mobilisation Plan"</b>	the plan for provision of the Deliverables set out in Order Schedule 13 (Mobilisation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>"Modern Slavery Helpline"</b>	the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <a href="https://www.modernslaveryhelpline.org/report">https://www.modernslaveryhelpline.org/report</a> or by telephone on 08000 121 700.
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
<b>"New IPR"</b>	IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or  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;  but shall not include the Supplier's Existing IPR;
<b>"Occasion of Tax Non-Compliance"</b>	where:  any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:



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	<p>a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>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>
<b>"Open Book Data "</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <p>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>operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</p> <p>a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>Reimbursable Expenses, if allowed under the Order Form;</p> <p>Overheads;</p> <p>all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>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>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>the actual Costs profile for each Service Period;</p>

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<b>"Order"</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Contract"</b>	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
<b>"Order Contract Period"</b>	the Contract Period in respect of the Order Contract;
<b>"Order Expiry Date"</b>	the date of the end of an Order Contract as stated in the Order Form;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
<b>"Order Form Template"</b>	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
<b>"Order Incorporated Terms"</b>	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
<b>"Order Initial Period"</b>	the Initial Period of an Order Contract specified in the Order Form;
<b>"Order Optional Extension Period"</b>	such period or periods beyond which the Order Initial Period may be extended as specified in the Order Form;
<b>"Order Procedure"</b>	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
<b>"Order Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
<b>"Order Start Date"</b>	the date of start of an Order Contract as stated in the Order Form;
<b>"Order Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the DPS Contract;
<b>"Overhead"</b>	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";
<b>"Overpayments"</b>	payment in excess of what is due;
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	in the context of the DPS Contract, CCS or the Supplier, and in the context of an Order Contract the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Payment Processing"</b>	The transactions in regards to taking/making payments both by an agent and the front end/back end systems required.

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<b>"Pass Through Costs"</b>	third party costs incurred by the Supplier in connection with the provision of the Deliverables that are passed through to the Buyer with no additional mark-ups and to which the Management Charge does not apply.
<b>"Payment Index"</b>	is the index identified as such in the Order Form;
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
<b>"Personal Data"</b>	has the meaning given to it in the UK GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the UK GDPR;
<b>"Personnel"</b>	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;
<b>"Platform"</b>	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
<b>"Prescribed Person"</b>	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: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Pricing Matrix"</b>	means the Pricing Matrix used as part of the Order Procedure (as in Order Schedule 5 – Pricing Details);
<b>"Processing"</b>	has the meaning given to it in the UK GDPR;
<b>"Processor"</b>	has the meaning given to it in the UK GDPR;
<b>"Processor Personnel"</b>	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;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>"Prohibited Acts"</b>	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:  induce that person to perform improperly a relevant function or activity; or

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	<p>reward that person for improper performance of a relevant function or activity;</p> <p>to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>committing any offence:</p> <p>under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>under legislation or common law concerning fraudulent acts; or</p> <p>defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>"Project"</b>	means works that require a defined management approach in accordance with Order Schedule 25 and to which the Buyer is the final arbiter;
<b>"Project Stage Uplift"</b>	the maximum permitted rate of uplift as set out in the Pricing Matrix for a Project;
<b>"Protective Measures"</b>	appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;
<b>"Reactive Maintenance Works"</b>	works arising as a result of a failure of an Asset or a service which is in the scope of the Order Contract (and for the avoidance of doubt are not Small Works or Projects);
<b>"Recall"</b>	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;
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>full details of the Default that has occurred, including a root cause analysis;</p> <p>the actual or anticipated effect of the Default; and</p> <p>the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>

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<b>"Rectification Plan Process"</b>	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>"Reimbursable Expenses"</b>	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>"Relevant Authority's Confidential Information"</b>	<p>all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
<b>"Relevant Requirements"</b>	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;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Equipment"</b>	plant, assets, spare parts, equipment, replacement parts, materials and other items (whether or not reused or reconditioned) supplied by the Supplier in order to deliver the required Services and as outlined in the Specification;;



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<b>"Replacement Subcontractor"</b>	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);
<b>"Replacement Supplier"</b>	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;
<b>"Request For Information"</b>	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;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Resource Rates"</b>	means those rates provided by the Supplier and as set out in the Pricing Matrix;
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order 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;
<b>"Schedules"</b>	can mean a DPS, Order or Joint Schedule that contain the terms and conditions;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Credits"</b>	the sums payable in respect of the failure by the Contractor to meet one or more Key Performance Indicator;
<b>"Service Delivery Plan"</b>	means the plan to be provided by the Supplier which details how the Supplier will deliver all elements of the Services required under the Contract
<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Level Agreement"</b>	An agreement between the Supplier of a Service and its customer, which quantifies the minimum Service Levels which meets business needs
<b>"Service Period"</b>	has the meaning given to it in the Order Form;

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<b>"Services"</b>	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
<b>"Service Transfer"</b>	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;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	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"> <li>○ the Deliverables are (or are to be) provided; or</li> <li>○ the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</li> </ul>
<b>"Small Works"</b>	means elective works which are not Projects;
<b>"SME"</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
<b>"Special Terms"</b>	any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	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;
<b>"Specification"</b>	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
<b>"Standards"</b>	any: <ul style="list-style-type: none"> <li>○ 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;</li> <li>○ standards detailed in the specification in DPS Schedule 1 (Specification);</li> <li>○ standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</li> <li>○ relevant Government codes of practice and guidance applicable from time to time;</li> </ul>

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<b>"Standard Service Levels"</b>	all Service Levels other than those designated as Key Performance Indicators
<b>"Standard Service"</b>	means delivery of the service to the defined standard as per DPS Schedule 1 – Specification.
<b>"Start Date"</b>	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
<b>"Statement of Requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party: <ul style="list-style-type: none"> <li>○ provides the Deliverables (or any part of them);</li> <li>○ provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>○ is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</li> </ul>
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subject Access Request"</b>	a written request to a company or organisation asking for access to the personal information it holds on you;
<b>"Subprocessor"</b>	any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>"Supplier"</b>	the person, firm or company identified in the DPS Appointment Form;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
<b>"Supplier's Confidential Information"</b>	<ul style="list-style-type: none"> <li>○ 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;</li> <li>○ 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;</li> <li>○ Information derived from any of (a) and (b) above;</li> </ul>
<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;

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<b>"Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
<b>"Supplier Marketing Contact"</b>	shall be the person identified in the DPS Appointment Form;
<b>"Supplier Non-Performance"</b>	<p>where the Supplier has failed to:</p> <ul style="list-style-type: none"> <li>○ Achieve a Milestone by its Milestone Date;</li> <li>○ provide the Goods and/or Services in accordance with the Service Levels ; and/or</li> <li>○ comply with an obligation under a Contract;</li> </ul>
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	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;
<b>"Supplier Staff or Supplier Personnel"</b>	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;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
<b>"Target Costs"</b>	those costs which are recoverable in accordance with this Order Contract where the target cost pricing option is selected in the Order Form;
<b>"Target Price"</b>	the price which is payable where the target cost pricing option is selected in the Order Form;
<b>"Tax"</b>	<ul style="list-style-type: none"> <li>○ all forms of taxation whether direct or indirect;</li> <li>○ national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</li> <li>○ all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions. levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</li> <li>○ any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</li> </ul> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>

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<b>"Termination Notice"</b>	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;
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables from their requirements as set out in an Order Contract;
<b>"Test Plan"</b>	a plan: <ul style="list-style-type: none"><li>o for the Testing of the Deliverables; and</li><li>o setting out other agreed criteria related to the achievement of Milestones;</li></ul>
<b>"Tests "</b>	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and <b>"Tested"</b> and <b>"Testing"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Tier One Billable Works"</b>	means Billable Works within the associated total estimated value range as set out in the Order Form;
<b>"Tier Two Billable Works"</b>	means Billable Works within the associated total estimated value range as set out in the Order Form;
<b>"Tier Three Billable Works"</b>	means Billable Works within the associated total estimated value range as set out in the Order Form;
<b>"Tier Four Billable Works"</b>	means Billable Works within the associated total estimated value range as set out in the Order Form;
<b>"Total Contract Value"</b>	Has the same meaning as "Charges"
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"><li>(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</li><li>(ii) Commercially Sensitive Information;</li></ul>
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
<b>"TUPE"</b>	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive



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<b>"UK GDPR"</b>	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"United Kingdom"</b>	the country that consists of England, Scotland, Wales, and Northern Ireland
<b>"Value Added Services"</b>	are features that can be added to a core product to enhance the user experience or a service that could function as a standalone product or feature
<b>"Variation"</b>	any change to a Contract;
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"WCAG Principles"</b>	the Web Content Accessibility Guidelines (WCAG) are organized by four main principles, which state that content must be POUR: Perceivable, Operable, Understandable, and Robust. WCAG is the most-referenced set of standards in website accessibility lawsuits and is widely considered the best way to achieve accessibility;
<b>"Waste Hierarchy"</b>	has the meaning given to it in the Waste (England and Wales) Regulations 2011, as amended from time to time;
<b>"Worker"</b>	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) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>"Working Day"</b>	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;
<b>"Work Day"</b>	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>"Work Hours"</b>	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.
<b>"Work Order"</b>	means a written instruction by the Buyer to carry out Billable Works.

## 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:	<b>"CCS"</b> And JB International Training Ltd (" <b>the Supplier</b> ")	
Contract name:	<b>RM6219 DPS Agreement ("the Contract")</b>	
Contract reference number:		
Details of Proposed Variation		
Variation initiated by:	CCS	
Variation number:	<b>001</b>	
Date variation is raised:		
Proposed variation		
Reason for the variation:	.	
An Impact Assessment shall be provided within:		
Impact of Variation		
Likely impact of the proposed variation:	<b>None</b>	
Outcome of Variation		
Contract variation:	○	
Financial variation:	Original Contract Value:	<b>£ 0</b>
	Additional cost due to variation:	<b>£ 0</b>
	New Contract value:	<b>£ 0</b>

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 CCS
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 CCS

Signature	
Date	
Name (in Capitals)	
Address	

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

Signature	
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Date	
Name (in Capitals)	
Address	

## Joint Schedule 5 (Corporate Social Responsibility)

### 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](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.

## 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.

## Modern Slavery, Child Labour and Inhumane Treatment

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

### 3.1 The Supplier:

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

## Income Security

### 4.1 The Supplier shall:

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

## Working Hours

### 5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime is used responsibly, taking into account:
  - (a) the extent;
  - (b) frequency; and
  - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

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

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

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

- 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## 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-thegovernment-buying-standards-gbs>



## Joint Schedule 11 (Processing Data)

### Definitions

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

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

### Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

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

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

### Where one Party is Controller and the other Party its Processor

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

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6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*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
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

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- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 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;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 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.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;

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

### **Where the Parties are Joint Controllers of Personal Data**

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

### **Independent Controllers of Personal Data**

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

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20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

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

### Annex 1 - Processing Personal Data

Not required

Table A – Processing, Personal Data and Data Subjects – Not required

This Table A shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Table A shall be with the Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: Adam Tuckett  
adam.tuckett@nhs.net
- 1.2 The contact details of the Supplier's Data Protection Officer are: Adam Tuckett -  
adam.tuckett@nhs.net

Description	Details
Identity of the Controller and Processor	N/A
Subject matter of the Processing	N/A
Duration of the Processing	N/A

DPS Ref: RM

Project Version: v1.0

Model Version: v1.3

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Nature and purposes of the Processing	N/A
Type of Personal Data being Processed	N/A
Sensitive Data being Processed	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	N/A
Technical and organisational measures including technical and organisational measures to ensure the security of the data	N/A

**Definitions**

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. For example, the following terms are defined in Schedule 4 of the Contract: “Authority”, “Data Protection Legislation”, “UK GDPR”, “Process” and “Processor” and “Supplier” are defined in Schedule 4 of the Contract. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

“Controller”	shall have the same meaning as set out in the UK GDPR;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Officer”	shall have the same meaning as set out in the UK GDPR;
“Data Recipient”	means that Controller who receives the relevant Personal Data;
“Data Subject”	shall have the same meaning as set out in the UK GDPR;
“Data Subject Request”	means 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;



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“Data Transferor”	means that Controller who transfers the relevant Personal Data;
“Information Commissioner”	means the Information Commissioner in the UK;
“Joint Controllers”	means where two or more Controllers jointly determine the purposes and means of Processing;
“Personal Data Breach”	shall have the same meaning as set out in the UK GDPR;
“Processor”	shall have the same meaning as set out in the UK GDPR;
“Protocol” or “Data Protection Protocol”	means this Data Protection Protocol;
“Sensitive Data”	shall mean the types of data set out in Article 9(1) or 10 of the UK GDPR;
“Sub-processor”	means any third Party appointed to Process Personal Data on behalf of that Processor related to this Contract.

1. Supplier as data processor

- Purpose and scope
  - The purpose of this Clause 0 is to ensure compliance with Article 28(3) and (4) of the UK GDPR.
  - This Clause 0 applies to the Processing of Personal Data as specified in Table A.
  - Table A is an integral part of this Clause 0.
  - This Clause 0 is without prejudice to obligations to which the Controller is subject by virtue of the UK GDPR.
  - This Clause 0 does not by itself ensure compliance with obligations related to international transfers in accordance with Chapter V of the UK GDPR.
- Invariability of Clause 0
  - The Parties undertake not to modify Clause 0, except for adding information to Table A or updating information in it.
  - This does not prevent the Parties from including the standard contractual clauses laid down in this Clause 0 in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict Clause 0 or detract from the fundamental rights or freedoms of Data Subjects.
- Interpretation
  - Where this Clause 0 uses the terms defined in the UK GDPR, those terms shall have the same meaning as in the UK GDPR.
  - This Clause 0 shall be read and interpreted in the light of the provisions of the UK GDPR.
  - This Clause 0 shall not be interpreted in a way that runs counter to the rights and obligations provided for in the UK GDPR or in a way that prejudices the fundamental rights or freedoms of the Data Subjects.
- Hierarchy
  - In the event of a contradiction between this Clause 0 and the provisions of the Contract and/or related agreements between the Parties existing at the time when this Clause 0 is agreed or entered into thereafter, this Clause 0 shall prevail.

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- Description of the processing
  - The details of the Processing operations, in particular the categories of Personal Data and the purposes of Processing for which the Personal Data is Processed on behalf of the Controller, are specified in Table A.
- Obligations of the Parties
  - Instructions
    - The Processor shall Process Personal Data only on documented instructions from the Controller, unless required to do so by Law to which the Processor is subject. In this case, the Processor shall inform the Controller of that legal requirement before Processing, unless the Law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the Controller throughout the duration of the Processing of Personal Data. These instructions shall always be documented.
    - The Processor shall immediately inform the Controller if, in the Processor's opinion, instructions given by the Controller infringe the UK GDPR.
  - Purpose Limitation
    - The Processor shall Process the Personal Data only for the specific purpose(s) of the Processing, as set out in Table A, unless it receives further instructions from the Controller.
  - Duration of the Processing of Personal Data
    - Processing by the Processor shall only take place for the duration specified in Table A.
  - Security of Processing
    - The Processor shall at least implement the technical and organisational measures specified in Table A to ensure the security of the Personal Data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data. In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the risks involved for the Data Subjects.
    - The Processor shall grant access to the Personal Data undergoing Processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the Contract. The Processor shall ensure that persons authorised to Process the Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
  - Sensitive Data

- If the Processing involves Sensitive Data as set out in Table A, or data relating to criminal convictions and offences, the Processor shall apply specific restrictions and/or additional safeguards as agreed between the Parties in Table A.
- Documentation and compliance
  - The Parties shall be able to demonstrate compliance with this Clause 0.
  - The Processor shall deal promptly and adequately with inquiries from the Controller about the Processing of data in accordance with this Clause 0.
  - The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations that are set out in this Clause 0 and stem directly from the UK GDPR. At the Controller's request, the Processor shall also permit and contribute to audits of the Processing activities covered by this Clause 0, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the Controller may take into account relevant certifications held by the Processor.
  - The Controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the Processor and shall, where appropriate, be carried out with reasonable notice.
  - The Parties shall make the information referred to in this Clause 0, including the results of any audits, available to the Information Commissioner on request.
- Use of Sub-processors
  - The Processor shall not subcontract any of its Processing operations performed on behalf of the Controller in accordance with this Clause 0 to a Sub-processor, without the Controller's prior specific written authorisation. The Processor shall submit the request for specific authorisation at least fourteen (14) days prior to the engagement of the Sub-processor in question, together with the information necessary to enable the Controller to decide on the authorisation.
  - Where the Processor engages a Sub-processor for carrying out specific Processing activities (on behalf of the Controller), it shall do so by way of a contract which imposes on the Sub-processor, in substance, the same data protection obligations as the ones imposed on the Processor in accordance with this Clause 0. The Processor shall ensure that the Sub-processor complies with the obligations to which the Processor is subject pursuant to this Clause 0 and to the UK GDPR.
  - At the Controller's request, the Processor shall provide a copy of such a Sub-processor agreement and any subsequent amendments to the Controller. To the extent necessary to protect business secret or other confidential information, including Personal Data, the Processor may redact the text of the agreement prior to sharing the copy.

- The Processor shall remain fully responsible to the Controller for the performance of the Sub-processor's obligations in accordance with its contract with the Processor. The Processor shall notify the Controller of any failure by the Sub-processor to fulfil its contractual obligations.
- The Processor shall agree a third party beneficiary clause with the Sub-processor whereby - in the event the Processor has factually disappeared, ceased to exist in law or has become insolvent - the Controller shall have the right to terminate the Sub-processor contract and to instruct the Sub-processor to erase or return the Personal Data.
- International Transfers
  - Any transfer of data to a third country or an international organisation by the Processor shall be done only on the basis of documented instructions from the Controller or in order to fulfil a specific requirement under Law to which the Processor is subject and shall take place on the basis of an adequacy regulation (in accordance with Article 45 of the UK GDPR) or standard data protection clauses (in accordance with Article 46 of the UK GDPR). All transfers shall comply with Chapter V of the UK GDPR and any other applicable Data Protection Legislation.
  - The Controller agrees that where the Processor engages a Sub-processor in accordance with Clause 2. for carrying out specific Processing activities (on behalf of the Controller) and those Processing activities involve a transfer of Personal Data within the meaning of Chapter V of GDPR, the Processor and the Sub-processor can ensure compliance with Chapter V of the UK GDPR by using standard contractual clauses adopted by the Information Commissioner in accordance with Article 46(2) of the UK GDPR, provided the conditions for the use of those standard contractual clauses are met.
- Assistance to the Controller
  - The Processor shall promptly notify the Controller if it receives a Data Subject Request. It shall not respond to the request itself, unless authorised to do so by the Controller.
  - The Processor shall assist the Controller in fulfilling its obligations to respond to Data Subject Requests to exercise their rights, taking into account the nature of the Processing. In fulfilling its obligations in accordance with Clauses 2 and **Error! Reference source not found.**, the Processor shall comply with the Controller's instructions.
  - In addition to the Processor's obligation to assist the Controller pursuant to Clause 2, the Processor shall furthermore assist the Controller in ensuring compliance with the following obligations, taking into account the nature of the data Processing and the information available to the Processor:
    - the obligation to carry out a Data Protection Impact Assessment where a type of Processing is likely to result in a high risk to the rights and freedoms of natural persons;

- the obligation to consult the Information Commissioner prior to Processing where a Data Protection Impact Assessment indicates that the Processing would result in a high risk in the absence of measures taken by the Controller to mitigate the risk;
- the obligation to ensure that Personal Data is accurate and up to date, by informing the Controller without delay if the Processor becomes aware that the Personal Data it is Processing is inaccurate or has become outdated; and
- the obligations in Article 32 of the UK GDPR.
- The Parties shall set out in Table A the appropriate technical and organisational measures by which the Processor is required to assist the Controller in the application of this Clause 7 as well as the scope and the extent of the assistance required.
- Notification of Personal Data Breach
  - In the event of a Personal Data Breach, the Processor shall co-operate with and assist the Controller to comply with its obligations under Articles 33 and 34 of the UK GDPR, where applicable, taking into account the nature of Processing and the information available to the Processor.
  - Personal Data Breach concerning data Processed by the Controller
    - In the event of a Personal Data Breach concerning data Processed by the Controller, the Processor shall assist the Controller:
      - in notifying the Personal Data Breach to the Information Commissioner, without undue delay after the Controller has become aware of it, where relevant (unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons);
      - in obtaining the following information which, pursuant to Article 33(3) of the UK GDPR, shall be stated in the Controller's notification, and must at least include:
        - the nature of the Personal Data including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
        - the likely consequences of the Personal Data Breach; and
        - the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- in complying, pursuant to Article 34 of the UK GDPR, with the obligation to communicate without undue delay the Personal Data Breach to the Data Subject, when the Personal Data Breach is likely to result in a high risk to the rights and freedoms of natural persons.
- Personal Data Breach concerning data Processed by the Processor
  - In the event of a Personal Data Breach concerning data Processed by the Processor, the Processor shall notify the Controller without undue delay after the Processor having become aware of the breach. Such notification shall contain, at least:
    - a description of the nature of the breach (including, where possible, the categories and approximate number of Data Subjects and data records concerned);
    - the details of a contact point where more information concerning the Personal Data Breach can be obtained; and
    - its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- The Parties shall set out in Table A all other elements to be provided by the Processor when assisting the Controller in the compliance with the Controller's obligations under Articles 33 and 34 of the UK GDPR.
- Non-compliance with Clause 0 and termination
  - Without prejudice to any provisions of the UK GDPR, in the event that the Processor is in breach of its obligations under this Clause 0, the Controller may instruct the Processor to suspend the Processing of Personal Data until the latter complies with this Clause 0 or the Contract is terminated. The Processor shall promptly inform the Controller in case it is unable to comply with this Clause 0 for whatever reason.
  - The Controller shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data in accordance with this Clause 0 if:
    - the Processing of Personal Data by the Processor has been suspended by the Controller pursuant to Clause 0 and if compliance with this Clause 0 is not restored within a reasonable time and in any event within one month following suspension;
    - the Processor is in substantial or persistent breach of this Clause 0 or its obligations under the UK GDPR;



- the Processor fails to comply with a binding decision of a competent court or the Information Commissioner regarding its obligations pursuant to this Clause 0 or to the UK GDPR.
- The Processor shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data under this Clause 0 where, after having informed the Controller that its instructions infringe applicable legal requirements in accordance with Clause 2, the Controller insists on compliance with the instructions (provided that the Processor has clearly demonstrated the infringement by the provision of a legal opinion provided by a solicitor or barrister that both Parties can rely upon).
- Following termination of the Contract, the Processor shall, at the choice of the Controller, delete all Personal Data Processed on behalf of the Controller and certify to the Controller that it has done so, or, return all the Personal Data to the Controller and delete existing copies unless the Law requires storage of the Personal Data. Until the data is deleted or returned, the Processor shall continue to ensure compliance with this Clause 0.

## 2. Parties as joint controllers

- 2.1 Where in Table A the Parties acknowledge that, for the purposes of the Data Protection Legislation, the Authority and the Supplier are Joint Controllers, this Clause 0 shall apply. The only Processing that a Joint Controller is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.
- 2.2 The Parties shall, in accordance with Article 26 of the UK GDPR, enter into a Joint Controller agreement based on the terms outlined in Annex 1.

## 3. Both data controllers

- 3.1 To the extent that the nature of the Supplier's obligations under the Contract means that the Parties are acting both as Controllers (as may be referred to in Table A), each Party undertakes to comply at all times with its obligations under the Data Protection Legislation and shall:
- 3.1.1 implement such measures and perform its obligations (as applicable) in compliance with the Data Protection Legislation; and
  - 3.1.2 be responsible for determining its data security obligations taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects, and shall implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and accidental destruction or loss and ensure the protection of the rights of the Data Subject, in such a manner that Processing will meet the requirements of the Data Protection Legislation where Personal Data has been transmitted by it, or while the Personal Data is in its possession or control.
- 3.2 Where Personal Data is shared between the Parties, each acting as Controller:

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- 3.2.1 the Data Transferor warrants and undertakes to the Data Recipient that such Personal Data has been collected, Processed and transferred in accordance with the Data Protection Legislation and this Clause 0;
- 3.2.2 the Data Recipient will Process the Personal Data in accordance with the Data Protection Legislation and this Clause 0; and
- 3.2.3 where the Data Recipient is in breach of its obligations under this Protocol and the Data Protection Legislation, the Data Transferor may suspend the transfer of the Personal Data to the Data Recipient either on a temporary or permanent basis, depending on the nature of the breach.

Guidance: there are limited requirements in the UK GDPR when Parties act as separate Controllers. Clause 3 above provides a sensible starting point. However, Authorities are advised to review the Information Commissioner's guidance (ICO GDPR Guidance) and consult their Information Governance team when considering whether further provisions or a separate data sharing agreement should be used.

### **4. Changes to this protocol**

- 4.1 Any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

## Annex 1 – Joint Controller Agreement

In this Annex the Parties must outline each party's responsibilities for:

- providing information to Data Subjects under Article 13 and 14 of the UK GDPR;
- responding to Data Subject Requests under Articles 15-22 of the UK GDPR;
- notifying the Information Commissioner (and Data Subjects) where necessary about Personal Data Breaches;
- maintaining records of Processing under Article 30 of the UK GDPR; and
- carrying out any required Data Protection Impact Assessment.

The Joint Controller agreement must include a statement as to who is the point of contact for Data Subjects. The essence of this relationship shall be published.

Situations where both parties act as Joint Controllers are likely to be relatively novel. Therefore, in such circumstances, it will be important to seek specific legal advice on the approach to the Joint Controller agreement. As part of this, you may wish to include an additional clause apportioning liability between the Parties arising out of data protection in respect of data that is jointly controlled.

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