

# Framework Schedule 6A (Order Form Template and Call-Off Schedules – Direct Award)

## Order Form

CALL-OFF REFERENCE: **1734**

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

BUYER ADDRESS **NHS South, Central and West  
Omega House  
112 Southampton Road  
Eastleigh  
SO50 5PB**

THE SUPPLIER: **Corporate Travel Management (North) Limited**

SUPPLIER ADDRESS: **Shire House  
Humboldt Street  
Bradford  
West Yorkshire  
BD1 5HQ**

REGISTRATION NUMBER: **00488182**

DUNS NUMBER: **213089972**

SID4GOV ID: **Unknown**

CALL-OFF START DATE: **8th August 2024**

CALL-OFF EXPIRY DATE: **7<sup>th</sup> February 2025**

CALL-OFF INITIAL PERIOD: **6 months**

CALL-OFF OPTIONAL EXTENSION PERIOD: **6 months**

GO LIVE DATE: **8<sup>th</sup> August 2024**

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 8<sup>th</sup> August 2024.

This Order Form is issued under the Framework Contract with the reference number RM6217 for the provision of Travel and Venue Solutions.

# **CALL-OFF LOT(S) AND APPLICABLE SCHEDULE 20 (CALL-OFF SPECIFICATION) TERMS:**

Column 1		Column 2
LOT NUMBER AND DESCRIPTION	Tick as applicable	SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS
Lot 1: Booking Solutions UK Points of Sale – Low Touch	<input type="checkbox"/>	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 5 (Lot 1: Booking Solutions UK Points of Sale – Low Touch)
Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch	<input checked="" type="checkbox"/>	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 6 (Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch)
Lot 3: Booking Solutions Specialist Needs	<input type="checkbox"/>	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 7 (Lot 3: Booking Solutions Specialist Needs)
Lot 4: Booking Solutions Venues & Events	<input type="checkbox"/>	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 8 (Lot 4: Booking Solutions Venues & Events)

Only those paragraphs of Schedule 20 (Call-Off Specification) listed in “column 2” of the above table (which, for the avoidance of doubt apply to the Call-Off Lot(s) selected by the Buyer) shall be incorporated into the Call-Off Contract, and those which do not apply to the Call-Off Lots(s) selected by the Buyer, shall not be incorporated into the Call-Off Contract.

The Buyer must comply with its obligations set out in Schedule 20 (Call-Off Specification).

## **CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into the Call-Off Contract. Where Schedule numbers are missing, this is intentional as they do not apply to the Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1 (Definitions and Interpretation) RM6217.
3. Framework Special Terms – *Not Used*
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6217:
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee)

- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6217:
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 23 (HMRC Terms)

5. The Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6217

If the Buyer is the Ministry of Defence (MOD) then Call-Off Schedule 9B (MOD Security) and Call-Off Schedule 17 (MOD Additional and Data Processing Terms) shall be deemed to be incorporated into this Order Form. The Parties agree that if Call-Off Schedule 9B (MOD Security) is incorporated into this Order Form, then Call-Off Schedule 9A (Security) shall not apply to the Call-Off Contract.

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

## **CALL-OFF SPECIAL TERMS**

Not Used

## **CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification).

## **Overseas Points of Sale**

Not Applicable

## **MAXIMUM LIABILITY**

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£333,333.00 Excluding VAT**

## **CALL-OFF CHARGES**

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

## **CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE**

The total anticipated potential value of the Call-Off Contract is **£333,333.00 Excluding VAT** during the contract term (including any optional periods)

Notwithstanding anything to the contrary contained in the Call-Off Contract, the total anticipated potential value set out above does not create a commitment of any kind from the Buyer in relation (or bind the Buyer in any way) to any minimum committed spend, volume or otherwise and such anticipated potential value will not be taken into account when calculating any reasonable committed and unavoidable Losses under Clause 10.6.3(b) of the Core Terms.

## **REIMBURSABLE EXPENSES**

None

## **PAYMENT METHOD**

BACS Payment

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

## **BUYER'S INVOICE ADDRESS:**

0df Payables M425  
Po Box 312, Leeds  
LS11 1HP

## **BUYER AUTHORISED REPRESENTATIVE**



**BUYER'S ENVIRONMENTAL POLICY**

[Greener NHS \(england.nhs.uk\)](https://www.england.nhs.uk/greener-nhs/)

**BUYER'S SECURITY POLICY**

Not Applicable

**ICT POLICY**

Not Applicable

**SUPPLIER AUTHORISED REPRESENTATIVE**



**SUPPLIER'S CONTRACT MANAGER**



**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly

**QUALITY PLANS**

Not applicable

**KEY STAFF**

Listed in Call-Off Schedule 7 (Key Supplier Staff)

**KEY SUBCONTRACTOR(S)**

Not applicable

## COMMERCIALLY SENSITIVE INFORMATION

Buyers are not permitted to share any CTM commercially sensitive information outside of the scope of the remit in implementing the account which includes but not limited to the following areas – CTM Pricing Schedule, Business Continuity and Security related documents. Please refer to your CTM Client Manager for further guidance.

## SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: Uncapped

The Service Period is: One month

A Critical Service Level Failure is: (e.g.)

- Supplier inability to provide venue/end supplier options
- Supplier being unavailable for offline contact

## ADDITIONAL INSURANCES



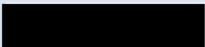
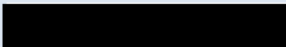

Not applicable

## GUARANTEE

Not applicable

## SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 3 (Continuous Improvement) and/or Call-Off Schedule 4 (Call-Off Tender)]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	Managing Director, CSUs
Date:	07/08/24	Date:	09/08/24



## 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 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

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

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-Off Contracts.

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

<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 by the Buyer of a written confirmation that the relevant Milestone has been passed 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 a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<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>"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;
<b>"Audit"</b>	the Relevant Authority's right to: <ul style="list-style-type: none"><li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including</li></ul>

	<p>proposed or actual variations to them in accordance with the Contract);</p> <ul style="list-style-type: none"> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>c) verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law;</li> <li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> <li>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</li> <li>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</li> </ul>
<b>"Auditor"</b>	<ul style="list-style-type: none"> <li>a) the Relevant Authority's internal and external auditors;</li> <li>b) the Relevant Authority's statutory or regulatory auditors;</li> <li>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> <li>d) HM Treasury or the Cabinet Office;</li> <li>e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</li> <li>f) 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>“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>“Booker”</b>	an employee, agent or representative of the Buyer who wishes to make a booking via online or offline methods;
<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 Call-Off Contract initially identified in the Order Form;
<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 Property”</b>	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
<b>“Buyer System”</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
<b>“Call-Off Contract”</b>	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and/or referred to in the Order Form;
<b>“Call-Off Contract Period”</b>	the Contract Period in respect of the Call-Off Contract;

<b>“Call-Off Expiry Date”</b>	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
<b>“Call-Off Incorporated Terms”</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>“Call-Off Initial Period”</b>	the Initial Period of a Call-Off Contract specified in the Order Form;
<b>“Call-Off Optional Extension Period”</b>	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
<b>“Call-Off Procedure”</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
<b>“Call-Off Special Terms”</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>“Call-Off Start Date”</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>“Call-Off Tender”</b>	the tender submitted by the Supplier in response to the Buyer’s Statement of Requirements following a Further Competition Procedure and set out in Call-Off Schedule 4 (Call-Off Tender);
<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 Framework Contract initially identified in the Framework Award Form;
<b>“Central Government Body”</b>	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> <li>a) Government Department;</li> <li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c) Non-Ministerial Department; or</li> <li>d) 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;

<b>“Charges”</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out or referred to in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off 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 Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
<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 Officer”</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<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>“Contract”</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>“Contract Period”</b>	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date, up to and including the applicable End Date;
<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>“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 Terms”</b>	CCS’ terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<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>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</li> <li>b) base salary paid to the Supplier Staff;</li> <li>c) employer’s National Insurance contributions;</li> <li>d) pension contributions;</li> <li>e) car allowances;</li> <li>f) any other contractual employment benefits;</li> <li>g) staff training;</li> <li>h) work place accommodation;</li> <li>i) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>j) reasonable recruitment costs, as agreed with the Buyer;</li> <li>k) 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> <li>l) 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>m) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</li> <li>n) but excluding:</li> <li>o) Overhead;</li> <li>p) financing or similar costs;</li> <li>q) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</li> <li>r) taxation;</li> <li>s) fines and penalties;</li> </ul>

	<p>t) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>u) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>“Commercial off the shelf Software” or “COTS Software”</b>	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
<b>“CRTPA”</b>	the Contracts (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>	<p>a) the UK GDPR as amended from time to time;</p> <p>b) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; and</p> <p>c) all applicable Law about the Processing of Personal Data and privacy;</p>
<b>“Data Protection Liability Cap”</b>	the amount specified in the Framework Award 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 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;
<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 a Call-Off 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 Charge”</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges 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 a Call-Off Contract as confirmed and accepted by the Buyer by confirmation in writing to the Supplier. <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>	<p>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) required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> <li>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</li> <li>b) is required by the Supplier in order to provide the Deliverables; and/or</li> <li>c) 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>“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: a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<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>“Estimated Year 1 Charges”</b>	the anticipated total Charges payable by the Buyer 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: a) in the first Contract Year, the Estimated Year 1 Charges; or b) in any subsequent Contract Years, the Charges paid and/or payable in the previous Contract Year; or c) after the end of the Call-Off Contract, the Charges paid and/or payable in the last Contract Year during the Call-Off Contract Period;
<b>“Exempt Buyer”</b>	a public sector purchaser that is: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-Off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);

	<ul style="list-style-type: none"> <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>
<b>“Exempt Call-Off 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 Framework Contract;
<b>“Exempt Procurement Amendments”</b>	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-Off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
<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>“Exit Day”</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>“Expiry Date”</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>“Extension Period”</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<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>	<p>any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:</p> <ul style="list-style-type: none"> <li>a) riots, civil commotion, war or armed conflict;</li> <li>b) acts of terrorism;</li> <li>c) acts of government, local government or regulatory bodies;</li> <li>d) fire, flood, storm or earthquake or other natural disaster,</li> </ul> <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</p>

<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>“Framework Award Form”</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>“Framework Contract”</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
<b>“Framework Contract Period”</b>	the period from the Framework Start Date until the End Date of the Framework Contract;
<b>“Framework Expiry Date”</b>	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
<b>“Framework Incorporated Terms”</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>“Framework Optional Extension Period”</b>	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
<b>“Framework Price(s)”</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>“Framework Special Terms”</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>“Framework Start Date”</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>“Framework Tender Response”</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
<b>“Further Competition Procedure”</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
<b>“General Anti-Abuse Rule”</b>	<ul style="list-style-type: none"> <li>a) the legislation in Part 5 of the Finance Act 2013; and</li> <li>b) any future legislation introduced into Parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;</li> </ul>
<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>“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 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: <ul style="list-style-type: none"> <li>a) are supplied to the Supplier by or on behalf of the Authority; or</li> <li>b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</li> </ul>
<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>“HMRC”</b>	Her Majesty’s Revenue and Customs;
<b>“ICT Environment”</b>	the Buyer System and the Supplier System;
<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 Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>“Impact Assessment”</b>	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier’s ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>
<b>“Implant”</b>	an employee of the Supplier based at the Buyer Premises;
<b>“Implementation Plan”</b>	the plan for provision of the Deliverables set out or referred to in Call-Off Schedule 13 (Implementation Plan and Testing) where that

	Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>“Indemnifier”</b>	a Party from whom an indemnity is sought under this Contract;
<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 Framework Schedule 3 (Framework Prices) 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 in the Framework Award Form or the Order Form, as the context requires;
<b>“Insolvency Event”</b>	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>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</li> <li>ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</li> </ul> </li> <li>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;</li> <li>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;</li> <li>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;</li> </ul>

	<ul style="list-style-type: none"> <li>e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</li> <li>f) where that person is a company, a LLP or a partnership: <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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</li> <li>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</li> </ul> </li> <li>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;</li> </ul>
<b>“Intellectual Property Rights” or “IPR”</b>	<ul style="list-style-type: none"> <li>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</li> <li>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</li> <li>c) all other rights having equivalent or similar effect in any country or jurisdiction;</li> </ul>
<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>“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>“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> <ul style="list-style-type: none"> <li>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</li> <li>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 21 of the Framework Award Form and in the Key Subcontractor section in the Order Form;</p> </li></ul>
<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>“Law”</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
<b>“Losses”</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>“Loss”</b> shall be interpreted accordingly;
<b>“Lots”</b>	the number of lots specified in, as applicable, Framework Schedule 1 (Specification) or Call-Off Schedule 20 (Call-Off Specification);
<b>“Management Charge”</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>“Management Information” or “MI”</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>“MI Default”</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period;

<b>“MI Failure”</b>	<p>means when an MI report:</p> <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> <li>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</li> </ul>
<b>“MI Report”</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>“MI Reporting Template”</b>	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
<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>“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>	<ul style="list-style-type: none"> <li>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</li> <li>b) IPR in or arising as a result of the performance of the Supplier’s obligations under a Contract and all updates and amendments to the same;</li> </ul> <p>but shall not include the Supplier’s Existing IPR;</p>
<b>“Occasion of Tax Non-Compliance”</b>	<p>where:</p> <ul style="list-style-type: none"> <li>b) 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: <ul style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> </ul> </li> <li>c) 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;</li> </ul>

<b>“Offline Booking Solution”</b>	the Supplier’s offline solution for the delivery of the Services in accordance with Call-Off Schedule 20 (Call-Off Specification) or Framework Schedule 1 (Specification), as the context requires and the relevant Call-Off Contract;
<b>“Online Booking Solution”</b>	the Supplier’s offline solution for the delivery of the Services in accordance with Call-Off Schedule 20 (Call-Off Specification) or Framework Schedule 1 (Specification), as the context requires and the relevant Call-Off Contract;
<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 Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>a) the Supplier’s Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</li> <li>b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>i) the unit costs and quantity of consumables and bought-in Deliverables;</li> <li>ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</li> <li>iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> </li> <li>c) Overheads;</li> <li>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> <li>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</li> <li>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</li> <li>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</li> <li>h) the actual Costs profile for each Service Period;</li> </ul>
<b>“Order”</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>“Order Form”</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>“Order Form Template”</b>	the applicable template in either Framework Schedule 6A (Order Form Template and Call-Off Schedules – Direct Award) or Framework Schedule 6B (Order Form Template and Call-Off Schedules – Further Competition);

<b>“Other Contracting Authority”</b>	any actual or potential Buyer under the Framework 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>“Parliament”</b>	takes its natural meaning as interpreted by Law;
<b>“Party”</b>	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. <b>“Parties”</b> shall mean both of them where the context permits;
<b>“Performance Indicators” or “PIs”</b>	the performance measurements and targets in respect of the Supplier’s performance of the Framework Contract set out in Framework Schedule 4 (Framework 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>“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>“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>“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>	<ul style="list-style-type: none"> <li>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> </li> <li>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</li> <li>c) committing any offence: <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> </li> <li>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</li> </ul>
<b>“Protective Measures”</b>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9A (Security) or Call-Off 9B (MOD Security), if applicable, in the case of a Call-Off Contract;
<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> <ul style="list-style-type: none"> <li>a) full details of the Default that has occurred, including a root cause analysis;</li> <li>b) the actual or anticipated effect of the Default; and</li> <li>c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</li> </ul>
<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> <ul style="list-style-type: none"> <li>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</li> <li>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</li> </ul>
<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 Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<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>“Security Management Plan”</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9A (Security) or the Call-Off Schedule 9B (MOD Security) (if applicable);
<b>“Security Policy”</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>“Self Audit Certificate”</b>	means the certificate in the form as set out in Framework 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>	any service credits specified in the Annex to Part A of Call-Off Schedule 14 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>“Service Levels”</b>	any service levels applicable to the provision of the Deliverables under the Call-Off Contract which are specified in the Annex to Part A of Call-Off Schedule 14 (Service Levels);
<b>“Service Period”</b>	has the meaning given to it in the Order Form;
<b>“Services”</b>	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<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: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
<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 Framework Award 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 Framework Schedule 1 (Specification) and in relation to a Call-Off Contract, Call-Off Schedule 20 (Call-Off Specification);
<b>“Standards”</b>	any: <ul style="list-style-type: none"> <li>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</li> <li>b) standards detailed in the specification in Schedule 1 (Specification);</li> <li>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</li> <li>d) relevant Government codes of practice and guidance applicable from time to time;</li> </ul>
<b>“Start Date”</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
<b>“Statement of Requirements”</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off 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 a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> <li>a) provides the Deliverables (or any part of them);</li> <li>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>c) 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>“Subprocessor”</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>“Super User”</b>	a user confirmed by the Buyer in writing with special privileges needed to administer and maintain the system in accordance with the Contract;

<b>“Supplier”</b>	the person, firm or company identified in the Framework Award Form;
<b>“Supplier System”</b>	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
<b>“Supplier Assets”</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>“Supplier Authorised Representative”</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>“Supplier's Confidential Information”</b>	<ul style="list-style-type: none"> <li>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</li> <li>b) any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier’s attention or into the Supplier’s possession in connection with a Contract;</li> <li>c) 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 Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<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 Call-Off Contract;
<b>“Supplier Marketing Contact”</b>	shall be the person identified in the Framework Award Form;
<b>“Supplier Non-Performance”</b>	<p>where the Supplier has failed to:</p> <ul style="list-style-type: none"> <li>a) Achieve a Milestone by its Milestone Date;</li> <li>b) provide the Goods and/or Services in accordance with the Service Levels; and/or</li> <li>c) 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 a Call-Off 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”</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>“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 Call-Off Contract detailed in the information are properly payable;
<b>“Tax”</b>	<p>a) all forms of taxation whether direct or indirect;</p> <p>b) National Insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>c) 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</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
<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 a Call-Off Contract;
<b>“Test Plan”</b>	<p>a plan:</p> <p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the Achievement of Milestones;</p>
<b>“Tests”</b>	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and <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>“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>	<p>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for:</p> <p>a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</p>

	b) Commercially Sensitive Information;
<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 Call-Off Schedule 1 (Transparency Reports);
<b>“Traveller”</b>	<p>a) an employee, agent or representative of the Buyer; and/or</p> <p>a) a pre-authorised guest (including members of the public and dependants),</p> <p>who is or will be, named on the booking as the person travelling and/or using the Services;</p>
<b>“UK GDPR”</b>	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
<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>“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.

## 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>[delete as applicable: CCS / Buyer] ("CCS" "the Buyer")</b> And <b>[insert name of Supplier] ("the Supplier")</b>	
Contract name:	<b>[insert name of contract to be changed] ("the Contract")</b>	
Contract reference number:	<b>[insert contract reference number]</b>	
Details of Proposed Variation		
Variation initiated by:	<b>[delete as applicable: CCS/Buyer/Supplier]</b>	
Variation number:	<b>[insert variation number]</b>	
Date variation is raised:	<b>[insert date]</b>	
Proposed variation		
Reason for the variation:	<b>[insert reason]</b>	
An Impact Assessment shall be provided within:	<b>[insert number] days</b>	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert assessment of impact]</b>	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</b></li> </ul>	
Financial variation:	Original Contract Value:	£ <b>[insert amount]</b>
	Additional cost due to variation:	£ <b>[insert amount]</b>
	New Contract value:	£ <b>[insert amount]</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 **[delete as applicable: CCS / Buyer]**
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

## Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need to have

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

### 2. How to manage the insurance

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

### **3. What happens if you aren't insured**

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

### **4. Evidence of insurance you must provide**

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

### **5. Making sure you are insured to the required amount**

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

### **6. Cancelled Insurance**

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

### **7. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

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

## **ANNEX: REQUIRED INSURANCES**

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

- professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
- public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
- employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

## Joint Schedule 4 (Commercially Sensitive Information)

### What is the Commercially Sensitive Information?

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

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

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

No.	Date	Item(s)	Duration of Confidentiality
	07/08/24	<p>Client South, Central and West CSU are not permitted to share any CTM commercially sensitive information outside of the scope of the remit in implementing their account which includes but is not limited to the following areas;</p> <ol style="list-style-type: none"><li>1. CTM Pricing Schedule</li><li>2. Business Continuity and Security related documents.</li></ol> <p>Please refer to your CTM Client Manager for further guidance.</p>	Contract Duration

# **Joint Schedule 6 (Key Subcontractors) – Not Used**

## **1. Restrictions on certain subcontractors**

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

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

# Joint Schedule 7 (Financial Difficulties)

## Definitions

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

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

the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

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

**"Financial Distress Service Continuity Plan"**

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

**"Monitored Company"**

the Supplier, any Key Subcontractor; and

**"Rating Agencies"**

the rating agencies listed in Annex 1.

**When this Schedule applies**

The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

The terms of this Schedule shall survive:

under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

**What happens when your credit rating changes**

The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the

quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

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

where:

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

The Supplier shall:

- regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and

- promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

### **What happens if there is a financial distress event**

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

In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under

a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

- rectify such late or non-payment; or

- demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.

The Supplier shall and shall procure that the other Monitored Companies shall:

- at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

- where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

  - submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

  - provide such financial information relating to the Monitored Company as CCS may reasonably require.

If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

- on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued

performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

#### **When CCS or the Buyer can terminate for financial distress**

CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;

CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

#### **What happens If your credit rating is still good**

Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

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

# **ANNEX 1: RATING AGENCIES**

Dun and Bradstreet

## ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

### Current Rating and Credit Rating Thresholds

Entity	Credit rating (long term)  <i>[Guidance: insert credit rating issued for the entity at the Start Date]</i>	Credit Rating Threshold  <i>[Guidance: insert the actual rating (e.g AA-) or the Credit Rating Level e.g. Credit Rating Level 3]</i>
Supplier	[D&B Threshold]	
[Guarantor]		
[Key Subcontractor]		

## **Joint Schedule 8 (Guarantee) – Not Used**

### **1. Definitions**

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

<b>"Guarantee"</b>	a deed of guarantee from the Guarantor in favour of a Buyer in the form set out in Annex 1 to this Schedule;
<b>"Guarantor"</b>	the person that the Supplier relied upon to meet the economic and financial standing requirements of the selection stage of the procurement process for the Framework Contract; and
<b>"Letter of Intent to Guarantee"</b>	the letter from the Guarantor to CCS to confirm that the Guarantor will enter into each Guarantee in the form set out in Annex 2 to this Schedule.

### **2. Obligation to Provide Guarantee**

#### **2.1 Where CCS has notified the Supplier that the award of the Framework Contract is conditional upon the availability of a Guarantee for each Call-Off Contract:**

- 2.1.1 as a condition for the award of the Framework Contract, the Supplier must have delivered to CCS within 30 days of a request by CCS:**
  - 2.1.1.1 an executed Letter of Intent to Guarantee from the Guarantor; and**
  - 2.1.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of this Schedule; and**
- 2.1.2 on demand from a Buyer, the Supplier must procure a Guarantee in accordance with Paragraph 2.4 below.**

**2.2 If the Supplier fails to deliver any of the documents required by Paragraph 2.1.1 above within 30 days of request then:**

**2.2.1 CCS may terminate this Framework Contract; and**

**2.2.2 each Buyer may terminate any or all of its Call-Off Contracts,**

**in each case as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms.**

**2.3 Where the CCS has received a Letter of Intent to Guarantee from the Guarantor pursuant to Paragraph 2.1.1, CCS may terminate this Framework Contract as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms where:**

**2.3.1 the Guarantor withdraws or revokes the Letter of Intent to Guarantee in whole or in part for any reason whatsoever;**

**2.3.2 the Letter of Intent to Guarantee becomes invalid or unenforceable for any reason whatsoever;**

**2.3.3 the Guarantor refuses to enter into a Guarantee in accordance with Paragraph 2.1.2 above; or**

**2.3.4 an Insolvency Event occurs in respect of the Guarantor,**

**and in each case the Letter of Intent to Guarantee is not replaced by an alternative commitment to make resources available acceptable to CCS.**

**2.4 Where a Buyer has notified the Supplier that the award of the Call-Off Contract by the Buyer shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of the Call-Off Contract, as a condition precedent of that Call-Off Contract, the Supplier shall deliver to the Buyer by the date so specified by the Buyer:**

**2.4.1 an executed Guarantee; and**

**2.4.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.**

**2.5 Where a Buyer has procured a Guarantee under Paragraph 2.4 above, the Buyer may terminate the Call-Off Contract for as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms where:**

**2.5.1 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;**

**2.5.2 the Guarantor is in breach or anticipatory breach of the Guarantee;**

**2.5.3 an Insolvency Event occurs in respect of the Guarantor;**

**2.5.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or**

**2.5.5 the Supplier fails to provide any of the documentation required by Paragraph 2.4 by the date so specified by the Buyer,**

**and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to the Buyer.**

# **Annex 1 – Form of Guarantee**

**DEED OF GUARANTEE**

**PROVIDED BY**

**[INSERT NAME OF THE GUARANTOR]**

**FOR THE BENEFIT OF**

**[INSERT NAME OF THE BENEFICIARY]**

## DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the                      day of                      20[   ]

### PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("**Guarantor**")

### WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Guarantor that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

### 1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

1.1 **unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;**

1.2 **the words and phrases below shall have the following meanings:**

[Guidance Note: Insert and/or settle Definitions, including from the following list, for the Guarantee]

<b>"Beneficiary(s)"</b>	means [all Buyers under the Call-Off Contracts] [ <i>insert name of the Buyer with whom the Supplier enters into a Call-Off Contract</i> ] and "Beneficiaries" shall be construed accordingly;
<b>"Call-Off Contract"</b>	has the meaning given to it in the Framework Contract;
<b>"Framework Contract"</b>	means the framework contract [ <b>insert RM number and name of the framework</b> ] between the Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service and the Supplier;

<b>"Guaranteed Agreement"</b>	means [each Call-Off Contract] [the Call-Off Contract] made between the Beneficiary and the Supplier [from time to time] [ <b>on insert date</b> ];
<b>"Guaranteed Obligations"</b>	means all obligations and liabilities of the Supplier to the Beneficiary under a Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to a Guaranteed Agreement; and
<b>"Supplier"</b>	means [ <b>Insert</b> the name, address and registration number of the Supplier as each appears in the Framework Award Form].

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to a Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

## **2. GUARANTEE AND INDEMNITY**

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.**
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.**
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:**
  - 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and**
  - 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.**
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the**

**Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.**

### **3. OBLIGATION TO ENTER INTO A NEW CONTRACT**

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

### **4. DEMANDS AND NOTICES**

#### **4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:**

**[Insert Address of the Guarantor in England and Wales]**

**[Insert Facsimile Number]**

For the Attention of **[Insert details]**

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

#### **4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:**

- 4.2.1 if delivered by hand, at the time of delivery; or**
- 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or**
- 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.**
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.**
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.**

## **5. BENEFICIARY'S PROTECTIONS**

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.**
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:**
  - 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;**
  - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;**
  - 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and**
  - 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.**
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.**
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court,**

or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

## **6. GUARANTOR INTENT**

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

## **7. RIGHTS OF SUBROGATION**

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier

**and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:**

- 7.1.1 of subrogation and indemnity;**
- 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and**
- 7.1.3 to prove in the liquidation or insolvency of the Supplier,**  
only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

## **8. DEFERRAL OF RIGHTS**

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:**
  - 8.1.1 exercise any rights it may have to be indemnified by the Supplier;**
  - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;**
  - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;**
  - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or**
  - 8.1.5 claim any set-off or counterclaim against the Supplier;**
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.**

## **9. REPRESENTATIONS AND WARRANTIES**

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:**
  - 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to**

carry on its business as now being conducted and to own its property and other assets;

9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:

9.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

9.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

9.1.3.3 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

## **10. PAYMENTS AND SET-OFF**

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis

**from the due date up to the date of actual payment, whether before or after judgment.**

- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.**

## **11. GUARANTOR'S ACKNOWLEDGEMENT**

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

## **12. ASSIGNMENT**

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.**

- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.**

## **13. SEVERANCE**

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

## **14. THIRD PARTY RIGHTS**

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## **15. SURVIVAL**

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

## **16. GOVERNING LAW**

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.**

- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and**

**determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.**

**16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).**

**16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.**

**[Guidance Note:** Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

**16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]**

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

## **Annex 2 – Form of Letter of Intent to Guarantee**

**[Guidance Note:** this is the form of the Letter of Intent to Guarantee to be used by a Guarantor to confirm that it will enter into a Guarantee for each Call Off Contract if required by a Buyer.]

**[ON THE LETTERHEAD OF THE GUARANTOR]**

Crown Commercial Service  
9th Floor, The Capital  
Old Hall Street  
Liverpool  
L3 9PP

[DATE]

Dear Sirs

**Letter of Intent to Guarantee – Framework Contract RM[XXXX] [INSERT  
FRAMEWORK NAME] (the “Framework Contract”)**

**Name of Supplier: [INSERT NAME OF SUPPLIER]**

1. We refer to the Framework Contract. Unless otherwise defined in this Letter of Intent to Guarantee, capitalised terms used in this Letter of Intent to Guarantee have the meaning given to them in the Framework Contract.
2. We acknowledge that the Supplier relied on our capacity to meet the selection criteria relating to economic and financial standing that CCS set out in the procurement process for the Framework Contract.
3. We have issued this Letter of Intent to Guarantee in consideration of CCS entering into the Framework Contract with the Supplier.
4. Please accept this Letter of Intent to Guarantee as an undertaking from us and as proof that the Supplier will have at its disposal the resources necessary to achieve the economic and financial standing required in the relevant selection criteria.
5. We acknowledge that it is a condition of the Framework Contract that:
  - 5.1. we provide this Letter of Intent to Guarantee to CCS (paragraph 2.1.1 of Joint Schedule 8 of the Framework Contract); and
  - 5.2. on demand from a Buyer, the Supplier must procure that we enter into a Guarantee in the form set out in Annex 1 to Joint Schedule 8 of the Framework Contract (paragraph 2.1.2 of Joint Schedule 8 of the Framework Contract).
6. We confirm that:
  - 6.1. we undertake to provide each Guarantee in accordance with the Framework Contract; and

6.2. we understand that CCS may terminate the Framework Contract with the Supplier as a material Default of the Framework Contract if:

6.2.1. we withdraw or revoke this Letter of Intent to Guarantee in whole or in part for any reason whatsoever;

6.2.2. we refuse to enter into a Guarantee in accordance paragraph 2.1.2 of Joint Schedule 8 of the Framework Contract; or

6.2.3. an Insolvency Event occurs in respect of the Guarantor.

7. Please find enclosed a certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of Joint Schedule 8 of the Framework Contract.

8. This Letter of Intent to Guarantee and any Disputes arising out of, or connected to it, are governed by English law. CCS and the Guarantor must resolve any Dispute in accordance with Clause 34 of the Core Terms of the Framework Contract as if that clause applied to this Letter of Intent to Guarantee.

Yours faithfully

Name: .....

Job Title: .....

For and on behalf of

**[INSERT NAME OF THE GUARANTOR]**

Encs:

1. Certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee

# Joint Schedule 9 (Minimum Standards of Reliability)

## 1. Standards

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

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

1.2.1 upon the request of any Buyer; or

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

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

## Joint Schedule 10 (Rectification Plan)

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

Signed by the Supplier:		Date:	
<b>Review of Rectification Plan [CCS/Buyer]</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	



# Joint Schedule 11 (Processing Data) – Not applicable

## 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.
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*) of the Core Terms;
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (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.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational

measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*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 28 of this Joint Schedule 11.

## Annex 1 – Framework Processing Personal Data

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

- 1.1 The contact details of the CCS's Data Protection Officer are: **[Insert Contact details]**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<b>CCS and the Supplier are Independent Controllers of Personal Data</b>  The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: <ul style="list-style-type: none"><li>• Business contact details of Supplier Personnel for which the Supplier is the Controller; and</li><li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of CCS (excluding the Supplier Personnel) engaged in the performance of CCS's duties under the Framework Contract) for which CCS is the Controller.</li></ul>
Duration of the Processing	The Contract Period of the Framework Contract.
Nature and purposes of the Processing	<i>[CCS to complete]</i>
Type of Personal Data	<i>[CCS to complete]</i>

Categories of Data Subject	<i>[CCS to complete]</i>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>In accordance with paragraph 6(e) of this Joint Schedule 11.</p> <p><i>[CCS to confirm requirements here]</i></p>

## Annex 1 – Call-Off Contract Processing Personal Data

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

- 1.5 The contact details of the Buyer's Data Protection Officer are: **[Insert Contact details]**
- 1.6 The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**
- 1.7 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.8 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• <i><b>[Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Buyer]</b></i></li></ul> <p><b>The Supplier is Controller and the Buyer is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</i></p> <ul style="list-style-type: none"><li>• <i><b>[Insert the scope of Personal Data which the purposes and means of the Processing by the Buyer is determined by the Supplier]</b></i></li></ul> <p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p>

	<ul style="list-style-type: none"> <li>• <i>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i></li> <li>•</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Call-Off Contract) for which the Buyer is the Controller,</i></li> <li>• <i>[Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]</i></li> </ul> <p><b>[Guidance</b> where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p>

	<i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
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	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

## **Annex 2 - Joint Controller Agreement**

### **1. Joint Controller Status and Allocation of Responsibilities**

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Buyer]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/ Buyer's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

### **2. Undertakings of both Parties**

2.1 The Supplier and the Buyer each undertake that they shall:

- (a) report to the other Party every [x] months on:
  - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

- (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach 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;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

### 3. **Data Protection Breach**

- 3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:
- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and

(b) all reasonable assistance, including:

- (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

#### 4. **Audit**

4.1 The Supplier shall permit:

- (a) the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy

procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

- (b) the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

- 4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

## 5. **Impact Assessments**

- 5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

## 6. **ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Buyer 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 and/or any relevant Central Government Body.

## 7. **Liabilities for Data Protection Breach**

**[Guidance:** This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):

- (a) if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

- 7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

**8. Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Buyer shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

**9. Sub-Processing**

- 9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

**10. Data Retention**

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.



## **Joint Schedule 12 (Supply Chain Visibility) – Not used.**

### **1. Definitions**

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

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

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

#### **2.1 The Supplier shall:**

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

2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.

2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

### 3. Visibility of Supply Chain Spend

3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:

- (a) the total contract revenue received directly on the Contract;
- (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
- (c) the total value of sub-contracted revenues to SMEs and VCSEs.

3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

## Annex 1

### Supply Chain Information Report template



Supply Chain Information  
Report templat

**Call-Off Schedule 1 (Transparency Reports) – not used.**

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1

(<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

**Annex: List of Transparency Reports**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
<b>[Performance]</b>	<b>[ ]</b>	<b>[ ]</b>	<b>[ ]</b>
<b>[Call-Off Contract Charges]</b>	<b>[ ]</b>	<b>[ ]</b>	<b>[ ]</b>
<b>[Key Subcontractors]</b>	<b>[ ]</b>	<b>[ ]</b>	<b>[ ]</b>
<b>[Technical]</b>	<b>[ ]</b>	<b>[ ]</b>	<b>[ ]</b>
<b>[Performance management]</b>	<b>[ ]</b>	<b>[ ]</b>	<b>[ ]</b>

## **Call-Off Schedule 2 (Staff Transfer) – Not used**

**[Guidance note: Buyers will need to take their own legal advice on this Schedule 2 and, in particular, on Part D (Pensions).**

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

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

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

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

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

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

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

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

## 1. Definitions

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

**“Acquired Rights Directive”** the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

**“Employee Liability”** all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;

unfair, wrongful or constructive dismissal compensation;

compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;

compensation for less favourable treatment of part-time workers or fixed term employees;

outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

employment claims whether in tort, contract or statute or otherwise;

any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**"Former Supplier"**

a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

**"New Fair Deal"**

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

any amendments to that document immediately prior to the Relevant Transfer Date; and

any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;

**"Old Fair Deal"**

HM Treasury Guidance "*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*" issued in June 1999 including the supplementary guidance "*Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues*" issued in June 2004;

**"Partial Termination"**

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);

**"Relevant Transfer"**

a transfer of employment to which the Employment Regulations apply;

**"Relevant  
Transfer Date"**

n relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

**"Staffing  
Information"**

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

**"Supplier's Final Supplier Personnel List"** a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

**"Supplier's Provisional Supplier Personnel List"** a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

**"Term"** the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

**"Transferring Buyer Employees"** those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;

**"Transferring Former Supplier Employees"** in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

## 2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

**3. Which parts of this Schedule apply**

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

**[Delete** if not applicable to the Call Off Contract]

- [Part A (Staff Transfer at the Start Date – Outsourcing from the Buyer)]
- [Part B (Staff Transfer at the Start Date – Transfer from a Former Supplier)]
- [Part C (No Staff Transfer on the Start Date)]
- [Part D (Pensions) ]
  - [ - Annex D1 (CSPS) ]
  - [ - Annex D2 (NHSPS) ]
  - [ - Annex D3 (LGPS) ]
  - [ - Annex D4 (Other Schemes) ]
- Part E (Staff Transfer on Exit)

# **PART A: STAFF TRANSFER AT THE START DATE**

## **OUTSOURCING FROM THE BUYER**

### **1. What is a relevant transfer**

#### **1.1 The Buyer and the Supplier agree that:**

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

#### **1.2 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Buyer; and (ii) the Supplier and/or any Subcontractor (as appropriate).**

### **2. Indemnities the Buyer must give**

#### **2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:**

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

connected with any failure by the Buyer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
- (b) in relation to any employee who is not a Transferring Buyer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.

2.1.5 a failure of the Buyer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Buyer Employees arising before the Relevant Transfer Date;

2.1.6 any claim made by or in respect of any person employed or formerly employed by the Buyer other than a Transferring Buyer Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and

2.1.7 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Buyer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

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

- 2.2.2 arising from the failure by the Supplier or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Buyer as a Transferring Buyer Employee claims, or it is determined in relation to any person who is not identified by the Buyer as a Transferring Buyer Employee, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing; and
  - 2.3.2 the Buyer may offer (or may procure that a third party may offer) employment to such person, or take such other reasonable steps as the Buyer considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Supplier and/or any Subcontractor.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Buyer, the Supplier shall, or shall procure that a Subcontractor shall, immediately release the person from his/her employment or alleged employment;
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
  - 2.5.1 no such offer of employment has been made;
  - 2.5.2 such offer has been made but not accepted; or
  - 2.5.3 the situation has not otherwise been resolved,the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law and subject also to Paragraph 2.7, the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
  - 2.7.1 shall not apply to:
    - (a) any claim for:
      - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership,

pregnancy and maternity or sexual orientation, religion or belief; or

- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer within 6 months of the Start Date

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

### **3. Indemnities the Supplier must give and its obligations**

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

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Buyer Employees; and/or

(b) any custom or practice in respect of any Transferring Buyer Employees which the Supplier or any Subcontractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Buyer Employees arising from or connected with any failure by the Supplier or any Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Supplier or a Subcontractor made before the Relevant Transfer Date to make changes to the terms and

- conditions of employment or working conditions of any Transferring Buyer Employees to their material detriment on or after their transfer to the Supplier or the relevant Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Buyer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or any Subcontractor to, or in respect of, any Transferring Buyer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Buyer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Buyer Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Supplier or any Subcontractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Buyer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 3.1.9 a failure by the Supplier or any Sub-contractor to comply with its obligations under paragraph 2.8 above.

- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Buyer and the Supplier.

#### **4. Information the Supplier must provide**

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

#### **5. Cabinet Office requirements**

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in:
- 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;
  - 5.2.2 Old Fair Deal; and/or
  - 5.2.3 The New Fair Deal.

- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

**6. Pensions**

- 6.1 The Supplier shall, and/or shall procure that each of its Subcontractors shall, comply with:
- 6.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and
  - 6.1.2 Part D: Pensions (and its Annexes) to this Schedule.

# **PART B: STAFF TRANSFER AT THE START DATE**

## **TRANSFER FROM A FORMER SUPPLIER**

### **1. What is a relevant transfer**

#### **1.1 The Buyer and the Supplier agree that:**

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

#### **1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.**

### **2. Indemnities given by the Former Supplier**

#### **2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:**

- 2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
  - 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
  - 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
  - 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
  - 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer and in writing and, where required by the Buyer, notify the relevant Former Supplier in writing; and
  - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier and/or the Subcontractor (as appropriate).
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
  - 2.5.1 no such offer of employment has been made;
  - 2.5.2 such offer has been made but not accepted; or
  - 2.5.3 the situation has not otherwise been resolved,the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
  - 2.7.1 shall not apply to:
    - (a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

- (b) any claim that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer and, if applicable, the Former Supplier, within 6 months of the Start Date.

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

### **3. Indemnities the Supplier must give and its obligations**

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

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

union, body or person arising on or after the Relevant Transfer Date;

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

Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

#### **4. Information the Supplier must give**

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

#### **5. Cabinet Office requirements**

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

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

5.1.2 Old Fair Deal; and/or

5.1.3 The New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

## **6. Limits on the Former Supplier's obligations**

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

## **7. Pensions**

7.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with:

7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ; and

7.1.2 Part D: Pensions (and its Annexes) to this Schedule.

# **PART C: NO STAFF TRANSFER ON THE START DATE**

## **1. What happens if there is a staff transfer**

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
  - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier), the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
  - 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved;the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
  - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
  - 1.8.1 shall not apply to:
    - (a) any claim for:
      - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
      - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
    - (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
  - 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

**2. Limits on the Former Supplier's obligations**

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

## PART D: PENSIONS

### Definitions

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

<b>"Actuary"</b>	a Fellow of the Institute and Faculty of Actuaries;
<b>"Admission Agreement"</b>	either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;
<b>"Best Value Direction"</b>	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
<b>"Broadly Comparable"</b>	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and <b>"Broad Comparability"</b> shall be construed accordingly;</p>
<b>"CSPA"</b>	the schemes as defined in Annex D1 to this Part D;
<b>"Direction Letter/Determination"</b>	has the meaning in Annex D2 to this Part D;

**"Fair Deal Eligible Employees"**

each of the CSPS Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D);

**"Fair Deal Employees"**

any of:

- (a) Transferring Buyer Employees;
- (b) Transferring Former Supplier Employees;
- (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;
- (d) where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor);

who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by the Buyer;

**"Fund Actuary"**

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

**"LGPS"**

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

**"NHSPS"**

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

(a)

(b)

**"Statutory Schemes"** means the CSPS, NHSPS or LGPS.

**3. Supplier obligations to participate in the pension schemes**

- 3.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 3.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 3.3 The Supplier undertakes:
- 3.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
  - 3.3.2 subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 3.4 Where the Supplier is the Former Supplier (or a Subcontractor is a Subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer<sup>1</sup>.
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#### **4. Supplier obligation to provide information**

##### **4.1 The Supplier undertakes to the Buyer:**

- 4.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
- 4.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed);
- 4.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.

#### **5. Indemnities the Supplier must give**

##### **5.1 The Supplier shall indemnify and keep indemnified CCS, [NHS Pensions], the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:**

- 5.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;
- 5.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;
- 5.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

Subcontractor:

- (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or
- (b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D

before the date of termination or expiry of the relevant Contract; and/or

- 5.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.

5.2 The indemnities in this Part D and its Annexes:

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

**6. What happens if there is a dispute**

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

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

The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

**7. Other people's rights**

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

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

8.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

- 8.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
- 8.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

## **9. Transferring Fair Deal Employees**

9.1 Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment) the Supplier shall or shall procure that any relevant Sub-contractor shall:

- 9.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangements for participation with the relevant Statutory Scheme(s);
- 9.1.2 consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and
- 9.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the **"New Employer"**) complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

## **10. What happens to pensions if this Contract ends**

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

10.2 The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPA and/or the relevant Administering Buyer and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal

Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

## **11. Broadly Comparable Pension Schemes on the Relevant Transfer Date**

- 11.1 If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
  - 11.2 Such Broadly Comparable pension scheme must be:
    - 11.2.1 established by the Relevant Transfer Date<sup>2</sup>;
    - 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
    - 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
    - 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
    - 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
  - 11.3 Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
    - 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
    - 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
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- 11.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer<sup>3</sup>; and
- 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract:
- 11.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that
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required by the bulk transfer terms that were agreed in accordance with paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and

- 11.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this paragraph.

## **12. Broadly Comparable Pension Scheme in Other Circumstances**

- 12.1 If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 12.2 Such Broadly Comparable pension scheme must be:
- 12.2.1 established by the date of cessation of participation in the Statutory Scheme<sup>4</sup>;
  - 12.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
  - 12.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
  - 12.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
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- 12.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
  - 12.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
    - 12.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
    - 12.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
    - 12.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme<sup>5</sup>; and
    - 12.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or
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actuarially equivalent where there are benefit differences between the two schemes).

- 12.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this paragraph.

### **13. Right of Set-off**

- 13.1 The Buyer shall have a right to set off against any payments due to the Supplier under the relevant Contract an amount equal to:
- 13.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
  - 13.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPA or any Direction Letter/Determination in respect of the NHSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or
  - 13.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

**and shall pay such set off amount to the relevant Statutory Scheme.**

- 13.2 The Buyer shall also have a right to set off against any payments due to the Supplier under the relevant Contract all reasonable costs and expenses incurred by the Buyer as result of Paragraphs 12.1 above.

# Annex D1:

## Civil Service Pensions Schemes (CSPS)

### 1. Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"CSPS Admission Agreement"</b>	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
<b>"CSPS Eligible Employee"</b>	any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement;
<b>"CSPS Fair Deal Employee"</b>	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal;
<b>"CSPS"</b>	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

### 2. Access to equivalent pension schemes after transfer

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance

with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

- 2.2 If the Supplier and/or any of its Subcontractors enters into a CSPS Admission Agreement in accordance with paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractor still employs any CSPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining CSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPS on the date those CSPS Eligible Employees ceased to participate in the CSPS in accordance with the provisions of paragraph 11 of Part D.

# Annex D2: NHS Pension Schemes

## 1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Direction Letter/Determination"</b>	an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Fair Deal Employees;
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**“NHS Broadly  
Comparable  
Employees”**

each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- (b) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS.

**"NHSPS Eligible  
Employees"**

any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter.

**"NHSPS Fair Deal Employees"**

other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- (b) their employment with a Former Supplier who provides access to the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter/Determination or other NHSPS "access" facility but who has never been employed directly by the Buyer, an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Fair Deal Employee;

**"NHS Body"**

has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;

<b>"NHS Pensions"</b>	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
<b>"NHSPS"</b>	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;
<b>"NHS Pension Scheme Regulations"</b>	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
<b>"NHS Premature Retirement Rights"</b>	rights to which any NHS Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
<b>"Pension Benefits"</b>	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme.

## **2. Membership of the NHS Pension Scheme**

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.
- 2.2 Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Supplier must ensure that:
  - (a) **all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and**
  - (b) **the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.**
- 2.3 The Supplier must supply to the Buyer a complete copy of each Direction Letter/Determination within 5 Working Days of receipt of the Direction Letter/Determination.
- 2.4 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.
- 2.5 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.
- 2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.7 The Supplier will (and will procure that its Subcontractors (if any) will) Subcontractor provide any guarantee, bond or indemnity required by NHS Pensions in relation to a Direction Letter/Determination.

### **3. Continuation of early retirement rights after transfer**

- 3.1 From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

### **4. NHS Broadly Comparable Employees**

- 4.1 The Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with paragraph 10 of Part D. For the avoidance of doubt, this requirement is separate from any requirement to offer a Broadly Comparable pension scheme in accordance with paragraph 5.2 below.

### **5. What the buyer can do if the Supplier breaches its pension obligations**

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.
- 5.2 If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer to offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of paragraph 11 of Part D. Subcontractor.

### **6. Compensation when pension scheme access can't be provided**

- 6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:
- 6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or
  - 6.1.2 a Broadly Comparable pension scheme,
- the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer

determining whether the level of compensation offered is reasonable in the circumstances.

- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

**7. Indemnities that a Supplier must give**

- 7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

## Annex D3:

### Local Government Pension Schemes (LGPS)

Note the LGPS unlike the CSPA & NHSPA is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Buyer, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

#### 1. Definitions

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

<b>"2013 Regulations"</b>	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
<b>"Administering Buyer"</b>	in relation to <b>the Fund [insert name]</b> , the relevant Administering Buyer of that Fund for the purposes of the 2013 Regulations;
<b>"Fund Actuary"</b>	the actuary to a Fund appointed by the Administering Buyer of that Fund;
<b>"Fund"</b>	<b>[insert name], a pension fund within the LGPS;</b>
<b>["Initial Contribution Rate"]<sup>6</sup></b>	[XX %] of pensionable pay (as defined in the 2013 Regulations);]

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<b>"LGPS"</b>	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
<b>"LGPS Admission Agreement"</b>	an admission agreement within the meaning in Schedule 1 of the 2013 Regulations;
<b>"LGPS Admission Body"</b>	an admission body (within the meaning of Part 3 of Schedule 2 of the 2013 Regulations);
<b>"LGPS Eligible Employees"</b>	any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement;
<b>"LGPS Fair Deal Employees"</b>	any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction; ;
<b>"LGPS Regulations"</b>	the 2013 Regulations and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

## **2. Supplier to become an LGPS Admission Body**

- 2.1 In accordance with the principles of New Fair Deal and/or the Best Value Direction, the Supplier and/or any of its Subcontractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement on or before the Relevant Transfer Date to enable the LGPS Fair Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.

## **OPTION 1<sup>7</sup>**

### **2.2 [Any LGPS Fair Deal Employees who:**

- 2.2.1 were active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall be admitted to the LGPS with effect on and from the Relevant Transfer Date; and
- 2.2.2 were eligible to join the LGPS (or a Broadly Comparable pension scheme) but were not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall retain the ability to join the LGPS on or after the Relevant Transfer Date if they wish to do so. ]

## **OPTION 2**

### **[Any LGPS Fair Deal Employees whether:**

- 2.2.3 active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or
- 2.2.4 eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date

shall be admitted to the LGPS with effect on and from the Relevant Transfer Date. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Fair Deal Employees in any pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.]

- 2.3 The Supplier will (and will procure that its Subcontractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by an Administering Buyer in relation to an LGPS Admission Agreement.

### **3. Broadly Comparable Scheme**

- 3.1** If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with paragraph 2.1 because the Administering Buyer will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of paragraph 10 of Part D.
- 3.2** If the Supplier and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of paragraph 11 of Part D.

### **4. Discretionary Benefits**

Where the Supplier and/or any of its Subcontractors is an LGPS Admission Body, the Supplier shall (and procure that its Subcontractors shall) comply with its obligations under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

### **5. LGPS RISK SHARING<sup>8</sup>**

- 5.1** Subject to paragraphs 5.4 to 5.10, if at any time during the term of the relevant Contract the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the “Excess Amount”) shall be paid by the Supplier or the Subcontractor, as the case may be, and the Supplier shall be reimbursed by the Buyer.
- 5.2** Subject to paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of the relevant Contract, the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Supplier

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<sup>8</sup>

shall reimburse the Buyer an amount equal to A–B (the “Refund Amount”) where:

**A = the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and**

**B = the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.**

- 5.3 Subject to paragraphs 5.4 to 5.10, where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the “**Exit Payment**”), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Buyer.
- 5.4 The Supplier and any Subcontractors shall at all times be responsible for the following costs:
- 5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;
  - 5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise;
  - 5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;
  - 5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;
  - 5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;
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- 5.4.6 any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);
  - 5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;
  - 5.4.8 any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Buyer under Regulation 70 of the 2013 Regulations;
  - 5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or
  - 5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
- 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.
- 5.6 Where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the **"Exit Credit"**), the Supplier shall (or procure that any Subcontractor shall) reimburse the Buyer an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.
- 5.7 The Supplier shall (or procure that the Subcontractor shall) notify the Buyer in writing within twenty (20) Working Days:
  - 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and
  - 5.7.2 of being informed by the Administering Buyer of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any

revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.

- 5.8 Within twenty (20) Working Days of receiving the notification under paragraph 5.7 above, the Buyer shall either:
- 5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
  - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or
  - 5.8.3 request a meeting with the Supplier to discuss or clarify the information or evidence provided.
- 5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with paragraph 5.8 above, the Buyer shall notify the Supplier in writing. In the event that the Supplier and the Buyer are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.
- 5.10 Any Excess Amount or Exit Payment agreed by the Buyer or in accordance with the Dispute Resolution Procedure shall be paid by the Buyer within timescales as agreed between Buyer and Supplier. The amount to be paid by the Buyer shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Subcontractor.
- 5.11 Any Refund Amount agreed by the Buyer or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Subcontractor to the Buyer, shall be paid by the Supplier or any Subcontractor forthwith as the liability has been agreed. In the event the Supplier or any Subcontractor fails to pay any agreed Refund Amount, the Buyer shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within seven (7) Working Days of such demand.
- 5.12 This paragraph 5 shall survive termination of the relevant Contract.

## **Annex D4: Other Schemes**

# Part E: Staff Transfer on Exit

## 1. Obligations before a Staff Transfer

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

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

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

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

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

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

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

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

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

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:
  - 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
  - 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
  - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service

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

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

## **2. Staff Transfer when the contract ends**

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the

Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) **any collective agreement applicable to the Transferring Supplier Employees; and/or**

(b) **any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;**

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) **in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and**

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

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

becoming aware of that fact, notify the Buyer and the Supplier in writing; and

- 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.

- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;

- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

- 2.7.1 no such offer has been made:
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved

the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 2.9 The indemnity in Paragraph 2.8:

- 2.9.1 shall not apply to:

- (a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

**(b) the Supplier and/or any Subcontractor; and**

**(c) the Replacement Supplier and/or the Replacement Subcontractor.**

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

2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any

Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
  - (a) **any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or**
  - (b) **any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;**
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) **in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and**

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

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

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

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

# Call-Off Schedule 3 (Continuous Improvement)

## 1. Definitions

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

**"Continuous Improvement Plan"** the meaning set out in Paragraph 3.3 below; and

**"Social Value"** means:

- a) social value as described in the Public Services (Social Value) Act 2012 as amended from time to time; and
- b) environmental, social and economic benefits associated with, relevant and proportionate to, the subject matter of the Contract and accruing to the area in which the Buyer is operating.

## 2. Buyer's Rights

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

## 3. Supplier's Obligations

- 3.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables (including improvements to the Social Value it delivers) with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 3.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables (including improvements to the Social Value it delivers), which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 3.3 In addition to Paragraph 3.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 1. 3.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2. 3.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced

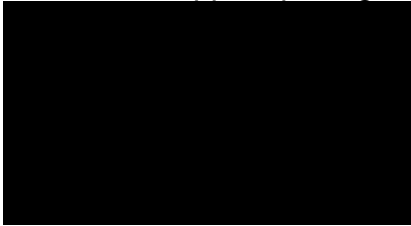
- benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
3. 3.3.3 identifying and implementing efficiencies in the Supplier's internal processes and administration that may lead to cost savings and reductions in the Charges;
  4. 3.3.4 identifying and implementing efficiencies in the way the Buyer interacts with the Supplier that may lead to cost savings and reductions in the Charges;
  5. 3.3.5 baselining the quality of the Services and its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Contract Period;
  6. 3.3.6 identifying and implementing processes that may lead to quantifiable Social Value benefits to the Buyer;
  7. 3.3.7 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  8. 3.3.8 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 3.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 3.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 3.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 3.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 3.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 3.5:
9. 3.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

10. 3.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 3.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 3.3.
- 3.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 3.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 3.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

## **Call-Off Schedule 5 (Pricing Details)**

The contract is based on a Call-Off Arrangement with a maximum budget of £333,333.00 Excluding VAT for the full contract term including any optional extension period. There is no commitment to spend and services will only be chargeable upon receipt of a valid, undisputed invoice referencing a valid purchase order number. Prices will be fixed for the duration of the contract.

The supplier pricing matrix for this contract are provided below;



## Call-Off Schedule 6 (ICT Services)

### 1. Definitions

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

<b>"Buyer Software"</b>	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
<b>"Defect"</b>	any of the following: <ul style="list-style-type: none"><li>a) any error, damage or defect in the manufacturing of a Deliverable; or</li><li>b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</li><li>c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call-Off Contract; or</li><li>d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;</li></ul>
<b>"Emergency Maintenance"</b>	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
<b>"Licensed Software"</b>	all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Call-Off Contract, including any COTS Software;
<b>"Maintenance Schedule"</b>	has the meaning given to it in Paragraph 8 of this Schedule;

<b>"Malicious Software"</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>"New Release"</b>	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
<b>"Open Source"</b>	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
<b>"Open Standards"</b>	means those applicable UK Government Open Standards Principles as documented at <a href="https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles">https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles</a> , as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment;
<b>"Operating Environment"</b>	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or where any part of the Supplier System is situated;
<b>"Permitted Maintenance"</b>	has the meaning given to it in Paragraph 8.2 of this Schedule;
<b>"Quality Plans"</b>	has the meaning given to it in Paragraph 6.1 of this Schedule;
<b>"Sites"</b>	has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or

	at which physical interface with the Buyer System takes place;
<b>"Software"</b>	Specially Written Software, COTS Software and non-COTS Supplier and third party Software;
<b>"Software Supporting Materials"</b>	has the meaning given to it in Paragraph 9.1.1.2 of this Schedule;
<b>"Source Code"</b>	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software; and
<b>"Specially Written Software"</b>	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR.

## **2. When this Schedule should be used**

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

## **3. Buyer due diligence requirements**

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

- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT services;
- 3.2.2. the actions needed to remedy each such unsuitable aspect; and
- 3.2.3. a timetable for and the costs of those actions.

#### **4. Licensed software warranty**

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

#### **5. Provision of ICT Services**

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

#### **6. Standards and Quality Requirements**

- 6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them.

Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Staff shall at all times during the Call-Off Contract Period:
  - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
  - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
  - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

## **7. ICT Audit**

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

## **8. Maintenance of the ICT Environment**

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

## **9. Intellectual Property Rights in ICT**

- 9.1. **Assignments granted by the Supplier: Specially Written Software**

9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

9.1.1.1. the Documentation, Source Code and the object code of the Specially Written Software; and

9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

9.1.2. The Supplier shall:

9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

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

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

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

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

- 9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:
  - 9.2.1.1. of its own Existing IPR that is not COTS Software; nor
  - 9.2.1.2. third party software that is not COTS Software.
- 9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call-Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
- 9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
  - 9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
  - 9.2.3.2. only use such third party IPR as referred to at Paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
- 9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5. The Supplier may terminate a licence granted under Paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
- 9.3. **Licenses for COTS Software by the Supplier and third parties to the Buyer**
  - 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard

commercial terms on which such software is usually made commercially available.

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

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

9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

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

9.3.4.2. will no longer be made commercially available.

#### **9.4. Buyer's right to assign/novate licences**

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

9.4.1.1. a Central Government Body; or

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

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

#### **9.5. Licence granted by the Buyer**

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

#### **9.6. Open Source Publication**

9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to Paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1. suitable for publication by the Buyer as Open Source; and

9.6.1.2. based on Open Standards (where applicable),  
and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

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

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

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

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

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

9.6.2.6. do not contain any Malicious Software.

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

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

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

## 9.7. **Malicious Software**

9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious

Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.7.2 shall be borne by the Parties as follows:

9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

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

## **10. [Supplier-Furnished Terms**

### **10.1. Software Licence Terms**

10.1.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in [insert reference to relevant Schedule].

10.1.1.2. Terms for licensing of COTS Software in accordance with Paragraph 9.3 are detailed in [insert reference to relevant Schedule].

### **10.2. Software as a Service Terms**

10.2.1.1. Additional terms for provision of a [Software as a Service] solution are detailed in [insert reference to relevant Schedule].

### **10.3. Software Support & Maintenance Terms**

10.3.1.1. Additional terms for provision of [Software Support & Maintenance Services] are detailed in [insert reference to relevant Schedule]]

## **Call-Off Schedule 7 (Key Supplier Staff)**

1.1 The Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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

### Definitions

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

<b>"BCDR Plan"</b>	has the meaning given to it in Paragraph 2.2 of this Schedule;
<b>"Business Continuity Plan"</b>	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
<b>"Disaster Recovery Deliverables"</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Disaster Recovery Plan"</b>	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
<b>"Disaster Recovery System"</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Incident"</b>	a significant incident or major disruption which may have an impact on the Buyer's Travellers;
<b>"Related Supplier"</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
<b>"Review Report"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule; and
<b>"Supplier's Proposals"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule;

## **BCDR Plan**

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

At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:

ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables;

the recovery of the Deliverables in the event of a Disaster; and

ensure support for Travellers in the event of an Incident.

The BCDR Plan shall be divided into three sections:

Section 1 which shall set out general principles applicable to the BCDR Plan;

Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and

Section 3 which shall relate to disaster recovery and Incident management (the "**Disaster Recovery Plan**").

Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

### **General Principles of the BCDR Plan (Section 1)**

Section 1 of the BCDR Plan shall:

set out how the business continuity, disaster recovery and Incident management elements of the BCDR Plan link to each other;

provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity, disaster recovery and Incident management;

detail how the BCDR Plan interoperates with any overarching disaster recovery, Incident management or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;

contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

contain a risk analysis, including:

failure or disruption scenarios and assessments of likely frequency of occurrence;

identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

a business impact analysis of different anticipated failures or disruptions;

provide for documentation of processes, including business processes, and procedures;

set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

identify the procedures for reverting to "normal service";

set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

The BCDR Plan shall be designed so as to ensure that:

the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

the adverse impact of any Disaster or Incident is minimised as far as reasonably possible;

it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

it details a process for the management of disaster recovery and Incident management testing.

The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

## **Business Continuity (Section 2)**

The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

The Business Continuity Plan shall:

detail the processes in place to maintain the provision of the Deliverables during periods of unplanned unavailability of the Online Booking Solution and/or Offline Booking Solution, including, but not limited to, communication to the Buyer, Bookers and/or Travellers;

address the various possible levels of failures of or disruptions to the provision of Deliverables;

set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

set out the circumstances in which the Business Continuity Plan is invoked.

### **Disaster Recovery (Section 3)**

The Disaster Recovery Plan (which shall be invoked in accordance with Paragraph 5.4 below) shall be designed to ensure that upon the occurrence of a Disaster or an Incident, the Supplier ensures:

continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact; and

support for Travellers following an Incident.

The Disaster Recovery Plan shall include an approach to business continuity, disaster recovery and Incident management that addresses the following:

Incidents;

loss of access to the Buyer Premises;

loss of utilities to the Buyer Premises;

loss of the Supplier's helpdesk or CAFM system;

loss of a Subcontractor;

emergency notification and escalation process;

contact lists;

staff training and awareness;

BCDR Plan testing;

post implementation review process;

any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

testing and management arrangements.

In addition to Paragraph 5.2 above, the Disaster Recovery Plan shall detail the processes by which Travellers will be supported in the event of an Incident, including, but not limited to, how information on Travellers that may be impacted by an Incident will be made available to the Buyer and CCS, how the Supplier will communicate with the impacted or potentially impacted Traveller(s), what support the Supplier shall provide to the impacted or potentially impacted Traveller(s) and how this support shall be provided by the Supplier to such Travellers.

1. The Disaster Recovery Plan shall be invoked by the Supplier upon the occurrence of a Disaster or an Incident.

## **Review and changing the BCDR Plan**

The Supplier shall review the BCDR Plan:

on a regular basis and as a minimum once every six (6) Months;

within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and

where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase

the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

## **Testing the BCDR Plan**

The Supplier shall test the BCDR Plan:

- regularly and in any event not less than once in every Contract Year;
- in the event of any major reconfiguration of the Deliverables
- at any time where the Buyer considers it necessary (acting in its sole discretion).

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

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

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

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

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

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

### **Invoking the BCDR Plan**

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

In the event of an Incident, the Supplier shall:

- notify CCS and the Buyer immediately;
- provide in real-time a full list of Travellers potentially impacted by the Incident in accordance with the Buyer's duty of care policy provided to the Supplier;
- assist the Traveller(s) with repatriations and or on-going travel to a safe area with the least disruption as is possible to the Traveller; and
- provide a robust process for the Buyer to record the Traveller's movements, by all relevant travel modes during their travel, including providing the Buyer with:
  - immediate visibility on the Traveller's identity, disabilities (if previously notified), times and mode of travel, provider of travel, start point and destination; and
  - data relating to travel bookings or location during a major disruption or Incident.

### **Circumstances beyond your control**

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

## Call-Off Schedule 10 (Exit Management)

### Definitions

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

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier or any Key Subcontractor in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Exit Plan"</b>	the plan produced and updated by the Supplier during the initial period in accordance with Paragraph 4 of this Schedule;
<b>"Net Book Value"</b>	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender Response or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
<b>"Non-Exclusive Assets"</b>	those Supplier Assets used by the Supplier or any Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or any Key Subcontractor for other purposes;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 2.2.2 of this Schedule;
<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those services are provided by the Buyer internally and/or by any third party;
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;

<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier Software, licences for Third Party IPRs or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 9.2.1 of this Schedule; and
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 9.2.3 of this Schedule.

#### **Supplier must always be prepared for contract exit**

The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

During the Contract Period, the Supplier shall promptly:

create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("**Registers**").

The Supplier shall:

ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

procure that all licences for Third Party IPRs and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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

### **Assisting re-competition for Deliverables**

The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

### **Exit Plan**

The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Exit Plan shall set out, as a minimum:

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

- how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

- proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

proposals for the disposal of any redundant Deliverables and materials;

how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

The Supplier shall:

maintain and update the Exit Plan (and risk management plan) no less frequently than:

every [six (6) months] throughout the Contract Period; and

no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;

as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;

as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and

jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

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

### **Termination Assistance**

The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a

**"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

the nature of the Termination Assistance required; and

the start date and initial period during which it is anticipated that Termination

Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

#### **Termination Assistance Period**

Throughout the Termination Assistance Period the Supplier shall:

continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer; and

seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to agreement through the Variation Procedure.

If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

#### **Obligations prior to exit**

As part of the exit management process, where requested by the Buyer prior to the expiry or termination of this Contract, the Supplier shall provide to the Buyer:

- an updated Call-Off Contract checklist (clearly outlining where things have changed during the lifetime of the Call-Off Contract e.g. preferred payment terms, policy for use of first class travel, rail ticket fulfilment default choice etc.);
- named Supplier Staff who will work with the Buyer to develop and implement the agreed exit strategy;
- all Traveller profiles, including, but not limited to, staff number, email address and contact number to be provide to the Buyer as part of the Contract handover;
- spend volume and transaction numbers broken down air, accommodation, venue, rail and other services;
- payment methods used;
- booking policies;
- performance of the Deliverables against the Service Levels during the Contract Period;
- details of all live bookings, including, but not limited to, live bookings that will continue after expiry or termination, together with refunds, changes and exchanges;
- and
- any other information that is specific to the Buyer in connection with the provision of the Services,

(together being the "**Final Data Set**") 3 Months prior to the expiry or termination of this Contract, the Supplier shall also provide to the Buyer, promptly upon request a refreshed Final Data Set, to capture any bookings that had a longer lead time.

#### **Obligations when the contract is terminated**

The Supplier shall comply with all of its obligations contained in the Exit Plan. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

- vacate any Buyer Premises;
- remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
- provide the Buyer with the notices, information and assistance in relation to staff transfers and pensions as more particularly described in Call-Off Schedule 2 (Staff Transfer);
- if the Buyer requires, provide the Buyer and the Replacement Supplier with details of all profiles and all bookings with a travel date greater than 8 weeks from the expiry or termination date or the end of the Termination Assistance Period and all spend and savings data. However, in the event that a Replacement Supplier has a different global distribution system to the Supplier, and no transfer of passenger name records can be technically or legally achieved, then an alternative, appropriate plan will need to be developed. This plan, which may include, but will not be limited to,

encouraging Bookers to withhold making bookings until implementation is complete, or having tickets issued with the Supplier prior to the transfer. All care should be taken by the Supplier to ensure that where possible, the chosen action does not result in increased fares or rates for the Buyer;

for venue find, provide the following information, as a minimum, to any Replacement Supplier appointed:

a full list of Bookers including up to date contact details;

spend volume and transaction levels (previous 12 Months);

frequently used locations/venues (previous 12 Months);

agreed payment method(s);

Buyer's Travel/Expenses/Meeting Policy(ies); and

booking method(s);

for venue find, cleanse all data and transfer it to any Replacement Supplier;

provide the Buyer with paid invoices that have come in after the expiry or termination date of the Call-Off Contract; and

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

such information relating to the Deliverables as remains in the possession or control of the Supplier; and

such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

The Buyer and the Supplier shall work together in relation to the expiry and/or termination of this Contract, including in relation to any expiry or termination dates and related exist assistance identified.

Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule):

each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes; and

the Buyer shall require all current and historic data and all profiles to be permanently deleted and, unless specifically requested otherwise by the Buyer, transferred by the Supplier to a Replacement Supplier and the Supplier shall transfer and then destroy

such data at no extra cost to the Buyer. The Supplier shall confirm in writing when all data has been transferred and then destroyed.

### **Assets, Sub-contracts and Software**

Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent: terminate, enter into or vary any Sub-Contract or licence for any software in connection with the Deliverables; or

(subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

which, if any, of:

the Exclusive Assets that are not Transferable Assets; and

the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables and/or Replacement Services.

With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

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

Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

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

The Buyer shall:

accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and  
once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 9.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in a contract) shall not apply to this Paragraph 9.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

#### **No charges**

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

#### **Dividing the bills**

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

# Call-Off Schedule 9A (Security)

## Part A: Short Form Security Requirements

### 1. Definitions

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

"Breach of Security"	<p>the occurrence of:</p> <p>any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with Paragraph 2.2.</p>
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### 2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables

it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

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

### **3. Security Standards**

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
  - 3.2.2 as a minimum demonstrates Good Industry Practice;
  - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - 3.2.4 where specified by the Buyer in accordance with Paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

### **4. Security Management Plan**

#### **4.1 Introduction**

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

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

- 4.2.1 The Security Management Plan shall:
- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
  - b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with Paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

#### **4.3 Development of the Security Management Plan**

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first

submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

#### **4.4 Amendment of the Security Management Plan**

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

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

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

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

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

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

## **5. Security breach**

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

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

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

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

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## Part B: Long Form Security Requirements – not used

### Definitions

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

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

### Security Requirements

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

The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

[insert security representative of the Buyer]

[insert security representative of the Supplier]

The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.

The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.

The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

### **Information Security Management System (ISMS)**

The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.

The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

The Buyer acknowledges that;

If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and

Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

The ISMS shall:

if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the

Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

at all times provide a level of security which:

- is in accordance with the Law and this Contract;

- complies with the Baseline Security Requirements;

- as a minimum demonstrates Good Industry Practice;

- where specified by a Buyer that has undertaken a Further Competition
  - complies with the Security Policy and the ICT Policy;

- complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)

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

- takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)

- complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)

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

- addresses issues of incompatibility with the Supplier's own organisational security policies; and

- complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;

document the security incident management processes and incident response plans;

document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or

equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).

Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

## **Security Management Plan**

Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

The Security Management Plan shall:

- be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);

- comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with Paragraph 3.4.3(d), the Security Policy;

- identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;

- detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the

extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;

unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);

demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);

set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;

set out the scope of the Buyer System that is under the control of the Supplier;

be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and

be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan

following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

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

### **Amendment of the ISMS and Security Management Plan**

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

- emerging changes in Good Industry Practice;
- any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
- any new perceived or changed security threats;
- where required in accordance with Paragraph 3.4.3(d), any changes to the Security Policy;
- any new perceived or changed security threats; and
- any reasonable change in requirement requested by the Buyer.

The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- suggested improvements to the effectiveness of the ISMS;
- updates to the risk assessments;
- proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
- suggested improvements in measuring the effectiveness of controls.

Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Baseline Security Requirements) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

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

## **Security Testing**

The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.

Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.

Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

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

## **Complying with the ISMS**

The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles

and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with Paragraph 3.4.3(d).

If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.

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

## **Security Breach**

Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

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

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

remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;

apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and

supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

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

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

## **Vulnerabilities and fixing them**

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

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

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

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

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

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

the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

is agreed with the Buyer in writing.

The Supplier shall:

implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;

ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;

pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3;

from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.

A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

## **Part B – Annex 1:**

### **Baseline security requirements**

#### **Handling Classified information**

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

#### **End user devices**

When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").

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

#### **Data Processing, Storage, Management and Destruction**

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

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

The Supplier shall:

- provide the Buyer with all Government Data on demand in an agreed open format;
- have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

## **Ensuring secure communications**

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

The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

## **Security by design**

The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

## **Security of Supplier Staff**

Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.

The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary

for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

### **Restricting and monitoring access**

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

### **Audit**

The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

- Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

- Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

## **Part B – Annex 2 - Security Management Plan**

# Call-Off Schedule 13 (Implementation Plan and Testing) – Not Used

## Implementation

### 1. Definitions

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

<b>"Delay"</b>	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
<b>"Deliverable Item"</b>	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan; and
<b>"Implementation Period"</b>	has the meaning given to it in Paragraph 8.1.

### 2. Agreeing and following the Implementation Plan

2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule.

The Supplier shall provide a further draft Implementation Plan [**Insert** number of days] days after the Call-Off Start Date.

2.2 The draft Implementation Plan:

- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance. The Supplier shall appoint:

- 2.5.1 a Supplier Authorised Representative who shall be responsible for the management of the Implementation Plan, to ensure that the Implementation

Plan is planned and resourced adequately, and who will act as a point of contact for the Buyer ("**Implementation Manager**"). The Implementation Manager will have a minimum of five (5) years' experience of the booking solutions they are required to implement and appropriate project management qualifications such as PRINCE 2 or equivalent to oversee the entire implementation. The Supplier shall provide evidence of the Implementation Manager's qualifications to the Buyer within five (5) Working Days of the Call-Off Start Date; and

2.5.2 an implementation team led by the Implementation Manager.

### **3. Reviewing and changing the Implementation Plan**

3.1 Subject to Paragraph 3.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.

3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

3.3 Changes to any Milestones and Delay Payments shall only be made in accordance with the Variation Procedure.

3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

3.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3.6 In addition, the Supplier shall:

- 3.6.1 mobilise all the Services specified in the Order Form including Call-Off Schedule 20 (Call-Off Specification);
- 3.6.2 at the Buyer's request, work cooperatively with the incumbent supplier to ensure a systematic, planned and robust transfer of all validated historic data, bookings, active Traveller profiles and management information from the incumbent supplier to the Supplier to ensure continuity of service, which must be updated and uploaded by the Supplier into their system free of charge during the Implementation Period, to the extent permissible by and in accordance with the Data Protection Legislation;
- 3.6.3 at the Buyer's request, accept all active Traveller profiles and the transfer of all bookings with a travel date greater than 8 weeks from the Call-Off Start Date. Where the travel is to take place within 8 weeks of the Start Date of the Call-Off Contract, the bookings shall remain with the current incumbent supplier, to avoid the need to cancel bookings and transfer enquiries that are in mid completion;
- 3.6.4 for venue find, liaise with the Buyer to, as a minimum:
  - (a) arrange an introductory meeting with the Buyer to establish and identify their refined requirements and agree implementation timescales;
  - (b) obtain annualised spend/volume information;
  - (c) confirm Travel/Expenses/Meeting Policy details;

- (d) confirm booking method(s) required;
  - (e) refine management information requirements; and
  - (f) confirm payment method(s) required;
- 3.6.5 for venue find, where the meeting is to take place within 12 weeks of the Start Date of the Call-Off Contract, the bookings shall remain with the incumbent supplier, to avoid the need to cancel bookings and transfer enquiries that are in mid completion. However the Supplier will give consideration to bookings which are over 12 weeks away and conclude with the Buyer if the event provider's financial penalties associated with cancelling the booking and re-booking with the new supplier is less than retaining the booking with the current Supplier;
- 3.6.6 manage and report progress against the Implementation Plan;
- 3.6.7 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 3.6.8 attend Progress Meetings (the Progress Meeting Frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 3.6.9 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

3.7 The Supplier shall ensure that:

- 3.7.1 adequate and appropriate resources are available at all times to ensure that Service Levels for the Buyer are not compromised during times of peak demand; and
  - 3.7.2 the implementation process shall allow the Buyer to define its requirements for individuals to register as a Super User/Administrator, Booker only, Self-Booker/Traveller (i.e. Booker is the Traveller), Bookers for immediate colleagues (i.e. small groups <50) or Bookers for large numbers of people.
- 3.8 The Supplier will promptly notify the Buyer of any local amendments required to the Call-Off Contract during the Implementation Period in accordance with Paragraph 6.7 of Call-Off Schedule 20 (Call-Off Specification).

#### **4. Security requirements before the Start Date**

- 4.1 The Supplier shall note that it is incumbent upon it to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer System, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.

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

## **5. IT & Testing**

- 5.1 The Supplier shall ensure that its Online Booking Solutions shall have the capability to properly function with the Buyer System.
- 5.2 The Supplier will consult and work with the Buyer's IT infrastructure and/or network departments during the Implementation Period in order to test the Supplier's Online Booking Solutions. Services may need to be formally assessed, either by the Government Digital Service (GDS) or the Buyer, to confirm that it is being built in a way that meets the Government Digital Service Standard, as set out in <https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction>.
- 5.3 The Supplier shall provide a test version of the Online Booking Solution to allow the Buyer to test and to ensure compatibility with the Buyer System during the Implementation Period within five (5) Working Days of request.
- 5.4 The Supplier shall ensure a representative sample of Bookers are able to test the booking process for ease of use and systems compatibility and feedback comments to the Supplier. The Supplier shall make any reasonable adjustments to ensure that Bookers have access to the Online Booking Solution and that this meets the Buyer's requirements including in relation to accessibility and security.
- 5.5 During the Implementation Period the Supplier shall provide training to user(s) on the use of the Online Booking Solution, including but not limited to user guides, classroom training, one-to-one training sessions, videos, webinars and road shows, appropriate to the Buyer's location free of charge. The Supplier shall provide a minimum of four days free of charge training sessions to the Buyer per country per year throughout the duration of the Call-Off Contract Period to accommodate new users to the Online Booking Solution.
- 5.6 The Supplier shall provide the support, access and functionality of the Online Booking Solution to the Buyer (including to Bookers and Travellers) via mobile devices such as tablets and smartphones. This functionality must not compromise data security in any way and or increase security risks to the Buyer or the Government. Any security risk will be assessed by the security working group comprising of CCS, the Buyer and the public services network

and any necessary modifications must be carried out by the Supplier before the Call-Off Start Date at no cost to the Buyer in accordance with, as applicable, Call-Off Schedule 9A (Security) or Call-Off Schedule 9B (MOD Security) of the Call-Off Contract.

5.7 The Supplier shall adapt the Online Booking Solution to reflect the Buyer's Travel/Expenses/Meeting Policy(s) during the Implementation Period.

## **6. What to do if there is a Delay**

6.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:

- 6.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
- 6.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
- 6.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- 6.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

## **7. Compensation for a Delay**

7.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:

- 7.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- 7.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
  - (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the buyer can end a contract); or
  - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 7.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 7.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 7.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

## **8. Implementation Plan**

8.1 The Implementation Period will be a [six (6)] Month period.

8.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as

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

8.3 In accordance with the Implementation Plan, the Supplier shall:

- 8.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other framework supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 8.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
- 8.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
- 8.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

8.4 The Implementation Plan will include detail stating:

- 8.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
- 8.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

8.5 In addition, the Supplier shall:

- 8.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 8.5.2 mobilise all the Services specified in the Order Form including Call-Off Schedule 20 (Call-Off Specification) within the Call-Off Contract;
- 8.5.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
  - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
  - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure;

- 8.5.4 manage and report progress against the Implementation Plan;
- 8.5.5 construct and maintain an Implementation Plan risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 8.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 8.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

## Annex: Implementation Plan

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

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Delay Payments
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
<p>The Supplier shall Achieve the Milestones in accordance with this Call-Off Schedule 13 (Implementation Plan and Testing).</p> <p>For the purposes of Paragraph 9.1.2 of this Schedule the Delay Period Limit shall be <b>[insert number of days]</b>.</p>					

## Call-Off Schedule 14 (Service Levels)

### 1. Definitions

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

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Order Form;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Order Form;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annex to this Schedule;
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annex to this Schedule; and
<b>"Performance Monitoring Reports"</b>	has the meaning given to it in Paragraph 1.2 of Part B of this Schedule.

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

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall be allowed a one-month grace period at the start of each Contract Year in respect of any Service Level Failure, during which period Service Credits shall not be applicable. Following the one-month grace period in each Contract Year, the Buyer shall be entitled to Service Credits in accordance with this Schedule.
- 2.4 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.5 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.5.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.5.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;

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

2.5.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the buyer can end a contract).

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

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

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

2.6.3 there is no change to the Service Credit Cap.

### **3. Critical Service Level Failure**

3.1 On the occurrence of a Critical Service Level Failure:

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

3.1.2 the Buyer shall (subject to the Service Credit Cap) be entitled to a full refund of all transaction fees charged during the period of Critical Service Level Failure, provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

## **Part A: Service Levels and Service Credits**

### **Service Levels**

If the level of performance of the Supplier:  
is likely to or fails to meet any Service Level Performance Measure; or  
is likely to cause or causes a Critical Service Level Failure to occur,  
the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:  
require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;  
instruct the Supplier to comply with the Rectification Plan Process;  
if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier, or require the Supplier to provide a refund against transaction fees paid, to the Buyer; and/or  
if a Critical Service Level Failure has occurred, exercise its right to compensation for Critical Service Level Failure (including the right to terminate this Contract for material Default).

### **Service Credits**

The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice or provide a refund against transaction fees paid, in accordance with the calculation formula in the Annex to this Schedule.

For the purpose of the Service Credit calculations in the Annex to this Schedule, one (1) Service Credit is equal to the sum of one £1 Pound Sterling (£1).

**Annex to Part A: Services Levels and Service Credits Table**

SLA Ref	Service Level	Detail	Service Level Performance Measure	Service Level Threshold	Monitoring and Reporting	Service Credit	Applicable Lots
SL1	Online Booking System and mobile booking app availability	<p>Online Booking System and mobile booking app availability.</p> <p>The Supplier shall ensure that the Online Booking System is available 24 hours a day, 365 days per year (or 366 in a leap year) throughout the Call-Off Contract Period. This excludes any planned scheduled outages for system maintenance and/or system upgrades that have been mutually agreed with the Buyer.</p>	<p>Online Booking System and mobile booking app shall be available 100% of the available minutes.</p> <p>Online Booking System and mobile booking app availability is measured as 1440 minutes per day x number of days in reporting Month.</p>	85%	<p>Supplier shall provide the Service Credit Performance Monitoring Report to the Buyer. Template and delivery to be agreed in accordance with Paragraph 1 of Part B of this Schedule.</p> <p>The Buyer shall retain the right to audit and/or conduct spot checks.</p>	100 Service credits for each and every 0.1% below the Service Level Performance Measure.	Lots 1,2,3
SL2	Telephone answering times	Core Hours - All user telephone calls shall be answered within 20 seconds by a person.	Core hours: 90% of user calls answered within 20 seconds by a person (abandoned calls must be included in this measure).	Core hours – 60%	As per SL1 (abandoned calls must be included in this measure).	20 Service Credits for each	Lots 1,2,4

		Non-core hours - All user telephone calls shall be answered within 20 seconds by a person. Any time an answer machine and/or automated attendant model is required to play a recorded message, this is included in the 20 seconds. Answer machines and/or automated attendant model shall be kept to 1 level.	Non-core hours: 80% of user calls answered within 20 seconds by a person (abandoned calls must be included in this measure).	Non-core hours – 50%	The Supplier must provide a Monthly telephone report as part of the Service Credit Performance Monitoring Report. Template and delivery to be agreed in accordance with Paragraph 1 of Part B of this Schedule.	and every 0.1% below the Service Level Performance Measure.	
SL2 a	Telephone answering times	Core Hours - All user telephone calls shall be answered within 180 seconds by a person.  Non-core hours - All user telephone calls shall be answered within 180 seconds by a person. Any time an answer machine and/or automated attendant	Core hours: 95% of user calls answered within 180 seconds by a person (abandoned calls must be included in this measure).  Non-core hours: 95% of user calls answered within 180 seconds by a person (abandoned calls must be included in this measure).	Core hours – 65%  Non-core hours – 65%	As per SL1 (abandoned calls must be included in this measure).  The Supplier must provide a Monthly telephone report as part of the Service Credit Performance Monitoring Report.	100 Service Credits for each and every 0.1% below the Service Level Perform	Lot 3

		model is required to play a recorded message, this is included in the 20 seconds. Answer machines and/or automated attendant model shall be kept to 1 level.			Template and delivery to be agreed in accordance with Paragraph 1 of Part B of this Schedule.	ance Measure	
SL3	Booking completion times	<p>The Supplier shall as a minimum meet the following booking completion times: Online bookings shall be completed instantly.</p> <p>Offline phone bookings shall be completed while the Booker is on the phone (unless requested otherwise by the Booker). Where this is not practicable (for example if third party suppliers need to be contacted) bookings should be completed within 24 hours. This also applies to email bookings</p>	<p>100% of online bookings to be completed and confirmed instantly. Exceptions are transactions that do not have live availability/inventory.</p> <p>95% of offline phone bookings, exceptional online bookings (as per above) and email bookings, itineraries to be confirmed to Traveller and/or booked within 2 hours, allowing 4 hours for long haul (6+ hours) and multi sector (4+ sector) itineraries. This excludes emergency bookings, where immediate confirmation is required.</p>	<p>90% of online bookings</p> <p>85% of offline bookings</p>	As per SL1. Booking system data should contain log time and completion time of booking.	100 Service Credits for each and every 0.1% below the Service Level Performance Measure.	Lots 1, 2, 3

		but excludes group air, rail and accommodation bookings.					
SL3 .1	Group / Venue Booking completion times	<p>The Supplier shall as a minimum meet the following booking completion times:</p> <p>Email bookings shall be responded to within 2 hours confirming an agent is assigned to this booking and are actioning the booking request. The agent shall provide an anticipated timeline to the Booker for completion of the booking.</p> <p>Offline phone bookings shall be followed by an email to the Booker confirming their request per the discussion on the phone and that the agent is actioning their booking.</p> <p>Bookings should be completed within 24</p>	<p>95% of group bookings responded to following a phone booking, or email booking, within 2 hours.</p> <p>90% of group bookings completed within 24 hours. This excludes bookings where a response from a third party supplier is required.</p>	<p>80% of group bookings within 2 hours.</p> <p>75% of group bookings within 24 hours.</p>	Booking system data should contain log time and completion time of booking.	100 Service Credits for each and every 0.1% below the Service Level Performance Measure.	Lot 3,4

		hours. Where this is not practical (for example bookings that require a response from a third party supplier and/or a large and/or complex event) a time scale shall be agreed between the Buyer and Supplier.					
SL4	A) Response times and Complaints Management	A) Complaints management: The Supplier shall acknowledge all contact (including but not limited to emails/calls/fax/voice mail) regarding risks, issues, concerns, questions and complaints in relation to the Services within four (4) business hours of receipt and resolve them satisfactorily.	<p>Minimum 99% of contact acknowledged within 4 business hours of receipt (automated acknowledgement emails do not count as a response).</p> <p>1) Updates on how the Supplier is proactively working to seek a resolution shall be provided to the Buyer at intervals of 2 Working Days, until a satisfactory resolution has been agreed which is mutually acceptable to both Parties.</p> <p>2) 97% of complaints and issues to be resolved within 3 Working</p>	90% of contact acknowledged within 4 hours of receipt	As per SL1	20 Service Credits for each and every 0.1% below the Service Level Performance Measure.	Lots 1,2,4

	B) Ratio of complaints against bookings made	Number of upheld complaints against the Supplier performance should not exceed 0.3% of the total bookings made. Note: this does not include complaints against third party providers.	<p>Days unless referred to a third party supplier.</p> <p>3) If a complaint/issue is referred to a third party supplier these are to be: a) resolved within 28 days or b) an update provided every 5 Working Days until a satisfactory conclusion is reached.</p> <p>Number of upheld complaints against the Supplier shall not exceed 0.3% of total bookings made aggregated across all transaction types.</p>	<p>80% of complaints and issues to be resolved within 3 working days unless referred to a third party supplier</p> <p>60 days</p> <p>2%</p>		20 Service Credits for every 0.1% above	
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						the Service Level Performance Measure	
SL4a	A) Response times and Complaints Management	A) Complaints management: The Supplier shall acknowledge all contact (including but not limited to emails/calls/fax/voice mail) regarding risks, issues, concerns, questions and complaints in relation to the Services within four (4) business hours of receipt and resolve them satisfactorily.	<p>Minimum 95% of contact acknowledged within 4 business hours of receipt (automated acknowledgement emails do not count as a response).</p> <p>1) Updates on how the Supplier is proactively working to seek a resolution shall be provided to the Buyer at intervals of 2 Working Days, until a satisfactory resolution has been agreed which is mutually acceptable to both Parties.</p> <p>2) 97% of complaints and issues to be resolved within 3 Working Days unless referred to a third party supplier.</p>	<p>85% of contact acknowledged within 4 hours of receipt</p> <p>80% of complaints and issues to be</p>	As per SL1	100 Service Credits for each and every 0.1% below the Service Level Performance Measure.	Lot 3

	B) Ratio of complaints against bookings made	Number of upheld complaints against the Supplier performance should not exceed 0.02% of the total bookings made. Note: this shall not include complaints against third party providers.	3) If a complaint/issue is referred to a third party supplier these are to be: a) resolved within 28 days or b) an update provided every 5 Working Days until a satisfactory conclusion is reached.  Number of upheld complaints against the Supplier shall not exceed 0.02% of total bookings made aggregated across all transaction types.	resolved within 3 working days unless referred to a third party supplier  60 days  2%		100 Service Credits for every 0.01% above the Service Level Performance Measure.	
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SL5	Price Match	All price match requests must be dealt with within 4 business hours as per the specification.	Supplier must report all successful price match requests. Supplier shall not exceed more than 5 successful price-match requests per Month across all Call-Off Contracts.	25	As per SL1	50 Service Credits per successful price match after the 10th successful price match.	All Lots
SL6	Call Backs	In the event that the Supplier is required to call back a user, they must do so within 2 business hours. If they are unable to reach the user they must follow up with another form of communication i.e. email or text.	100% of callbacks within 2 business hours.	85%	As per SL1	50 Service Credits for each and every 0.1% below the Service Level Performance Measure.	All Lots

SL7	Visa/ Passports	<p>Supplier shall alert each Traveller to any passport and visa requirements at the time of booking (offline).</p> <p>Supplier shall be responsible for the provision of all necessary forms and the processing of applications, which will be checked for accuracy and completeness upon receipt.</p>	Zero Buyer complaints regarding Supplier failure to provide Visa or Passport information to a Traveller on purchase (offline only).	5	As per SL1	50 Service Credits per failure or credits to the value of the missed travel if Traveller is unable to travel due to visa or passport requirements.	Lots 1,2
SL8	Refunds	<p>Applicable to:</p> <ul style="list-style-type: none"> <li>- Refunds for unused rail tickets (including unprinted tickets) and airline tickets which have</li> </ul>	100% credited to Traveller's cost centre within 1 Month of date of intended travel and/or	<p>90%</p> <p>90%</p>	As per SL1	50 Service Credits for every 0.1%	All Lots

		<p>been returned to the Supplier.</p> <ul style="list-style-type: none"> <li>- Refunds for uncollected rail tickets</li> <li>- Refunds for cancellations of prepaid hotel bookings</li> </ul>	<p>100% credited to Traveller's cost centre within 1 Month of ticket expiry date</p> <p>(This excludes when payment are dependable by 3rd parties)</p>			below the Service Level Performance Measure	
SL9	Quality Control	Supplier to ensure accuracy of travel documentation and invoicing. Subject to audit, Supplier must meet a 99.9% accuracy rating.	99.9% accuracy rating Buyer complaints or issues reported due to this should be reviewed Monthly.	90%	As per SL1	10 Service Credits per inaccurate travel documentation and/or recording of transaction.	All Lots
SL10	Satisfaction Survey	Supplier to conduct user satisfaction survey to review/measure user service performance in the following areas/points:	The Buyer's survey needs to score a minimum average of 7.0 on a scale of 10 (1=Very Dissatisfied and 10=Very Satisfied).	5  5	Successful delivery of areas/points to be evidenced at review meetings by Supplier (e.g. in form of a presentation covering every point listed).	2,000 Service Credits for achieving 0-3.9 and	All Lots

		<p>Annual Buyer Traveller Satisfaction Survey and an Electronic Spot Buyer Traveller Satisfaction Survey: measures general satisfaction, responsiveness of consultants to special requests, solutions to travelling pax, expertise of consultants, VfM. Frequency of survey to be determined by the Buyer to a maximum of four surveys annually. Results to be shared with Buyer in a timely manner.</p>	<p>Annual Buyer Traveller Satisfaction Survey to be conducted for Travellers, travel managers annually and travel arrangers needs to score a minimum average of 7.0 on a scale of 10 (1=Very Dissatisfied and 10=Very Satisfied).</p> <p>Electronic Spot Buyer Traveller Satisfaction Survey to be shared after a Traveller booking (frequency to be agreed during implementation/call-off contract management).</p> <p>Supplier to send at least 2 reminders per survey to the Travellers.</p>			<p>1000 credits for achieving 4-6.9 per survey on the Service Level Performance Measure on the individual Buyer level. Buyer reserves the right to implement an improvement plan Call-Off Schedule</p>	
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						e 3 (Continuous Improvement) - based on the results.	
SL1 1	Lowest Fare Option	The lowest logical fare as per travel policy must always be offered in offline bookings whether accepted or not.	Zero complaints on non-compliance with the offline quotation policy to be followed by the Supplier and agreed during implementation.	5	Complaints report (frequency to be determined at implementation)  The Buyer reserves the right to audit and spot check the offline booking solutions.	50 Service Credits per verified complaint	Lots 1, 2,3
SL1 2	Reconciliation	Completion of reconciliation requirement as detailed at Paragraph 7.70 of Call-Off Schedule 20 (Call-Off Specification), each Month	98% of unmatched transactions sent by the Buyer to be matched by the 20th of every Month	85%	As per SL1	100 Service Credits for every 1% below the Service Level Perform	Lot 3

						ance Measur e	
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The Service Credits shall be calculated on the basis of the following formula:

Example:

98% Service Level Performance Measurement required for accurate and timely billing Service Level

97.5% actual performance achieved against the Service Level Performance Measurement in a Service Period

0.5% below Service Level Performance Measurement requirement

Assuming 20 Service Credits for every 0.1% below Service Level Performance Measurement

Service Credit of 0.5% / 0.1% = 5 x 20 = £100 for the Service Level Failure

## **Part B: Performance Monitoring**

### **Performance Monitoring and Performance Review**

Within twenty (20) Working Days of the Start Date, the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

a summary of all failures to achieve Service Levels that occurred during that Service Period; details of any Critical Service Level Failures;

for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

such other details as the Buyer may reasonably require from time to time.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis or such other period agreed between the Parties. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

be attended by the Supplier's Representative and the Buyer's Representative; and be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

The minutes of the preceding Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

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

### **Satisfaction Surveys**

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

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

## Definitions

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

<b>"Operational Board"</b>	the board established in accordance with Paragraph 4.1 of this Schedule; and
<b>"Project Manager"</b>	the manager appointed in accordance with Paragraph 2.1 of this Schedule.

## Project Management

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

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

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

## Role of the Supplier Contract Manager

The Supplier shall confirm the identity of the Supplier's Contract Manager within 5 Working Days of signing the Call-Off Contract. The Supplier's Contract Manager shall have a minimum of two years' industry experience in a similar role.

The Supplier shall ensure that the Supplier's Contract Manager shall be:

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

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

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

The Supplier shall ensure that the Supplier's Contract Manager shall promote, deliver and communicate transparency of pricing, savings and Commissions to the Buyer.

The relationship management provided by the Supplier shall be proportionate to the size and requirements of the Buyer.

## Role of the Operational Board

The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be

unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

### **Contract Risk Management**

Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

- the identification and management of risks;
- the identification and management of issues; and
- monitoring and controlling project plans.

The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

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

**Annex: Contract Boards**

No additional contract boards will sit out with the progress reporting agreement of this contract.

## **CALL-OFF SCHEDULE 20 (CALL-OFF SPECIFICATION)**

### **TRAVEL & VENUE SOLUTIONS**

#### **REFERENCE NUMBER**

**RM6217**

#### **INTRODUCTION**

1.1. The purpose of this document is to provide a description of the Services for each of the Lots and related Deliverables that the Supplier may be required to provide to the Buyer as specified under the Call-Off Contract as set out or referred to in the Order Form.

1.2. For all Lots and/or Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

#### **Definitions**

1.3. In this Schedule certain words set out in Annex 1 (Supplementary Definitions) to this Schedule shall have the meanings given in Annex 1 (Supplementary Definitions) and these defined terms shall supplement Joint Schedule 1 (Definitions).

### **2. THE LOTS**

2.1. The Services are divided into four Lots: 2.1.1. Booking Solutions UK Points of Sale - Low touch;

2.1.2. Booking Solutions UK & Overseas Points of Sale - High touch;

2.1.3. Booking Solutions Specialist Needs; and

2.1.4. Booking Solutions Venues & Events.

2.2. The requirements for the Services within each Lot are contained in paragraphs 3 to 8 of this Call-Off Specification. The Order Form shall specify which of these Lots are required under the Call-Off Contract. The Buyer may require other similar Services, which will be detailed in the Statement of Requirements in accordance with the Call-Off Procedure and set out or referred to in the Order Form.

2.3. The minimum Service standards and Service Levels that will apply to the Supplier's performance of the Services for each relevant Lot are set out in Call-Off Schedule 14 (Service Levels) of the Call-Off Contract. It is the Buyer's responsibility to review these minimum Service standards and Service Levels (as appropriate) to ensure they are adequate for the Buyer's needs. Where, through a Further Competition, the Buyer wishes to vary the Service Levels it will set out its varied requirements in the Statement of Requirements in accordance with the Call-Off Procedure if required.

### **3. MANDATORY SERVICE REQUIREMENTS ALL LOTS**

#### **Booking Amendments, Exchanges, Cancellations and Refund Requirements**

3.1. The Supplier shall offer an online booking amendment, exchange cancellation and refund solution or an alternative solution for amendment, exchange cancellation and refund solution e.g. offline.

3.2. The Supplier shall process all online or offline requests to amend, exchange, cancel or refund a prepaid booking from the Buyer. This shall be undertaken in accordance with the carriers and/or accommodation venue providers and/or TOC's terms and conditions of

booking. The Buyer shall not incur charges due to delays in the Supplier's process to amend exchange and or cancel a booking.

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3.3. The Online Booking Solution shall provide email confirmation to the Booker and/or Traveller of any amendments and/or cancellations made online.

3.4. All amendments, exchanges, cancellations and refunds shall be confirmed by the Supplier by email or by other means of written notification to the Booker and/or Traveller. The confirmation shall provide a unique amendment/exchange/cancellation/refund reference code and clearly show the booking details so that the Buyer can accurately match, monitor and track all refund requests.

3.5. The Supplier shall provide a process for the Buyer to claim for delays to train journeys via the Supplier in accordance with the Buyer's requirements.

3.6. The Supplier shall provide, as part of the Offline Booking Solution, a facility to amend the Traveller name whilst keeping the original booking if allowed by the fare/rate terms of conditions.

3.7. For rail, the amendment/exchange/cancellation/refund process shall include an acknowledgement of receipt of refund requests sent by post from the Buyer to the Supplier.

3.8. For rail, the Supplier shall check whether tickets have been used and shall provide the Buyer with a refund process automatically. The Supplier shall provide the Buyer with Monthly refund data.

3.9. For air, the Supplier shall check whether e-tickets have been used and shall provide the Buyer with a refund process automatically. The Supplier shall provide the Buyer with Monthly refund data.

3.10. For accommodation, the offline cancellation process shall provide an emailed confirmation of cancellation as soon as possible and within a maximum of 1 hour of the cancellation call or email sent by the Traveller.

3.11. For venue find only, the Supplier shall process all requests to amend, cancel or refund a booking from the Buyer. This shall be undertaken in accordance with the CCS Preferred Venue Terms and Conditions or the venue provider's terms and conditions of booking, as applicable. The Buyer shall not incur cancellation or amendment charges that are caused by delays in the Supplier's process. Where a confirmed booking is cancelled with charges, the Supplier shall have a process in place to ensure that, wherever possible, such bookings are offered to other pending Booker enquiries to avoid the cancellation charges being incurred.

3.12. If the booking requires pre-trip approval, any change to the booking that increases the overall cost to the Buyer will also require pre-trip approval.

### **Payments and Invoicing Requirements**

3.13. The Supplier's Online Booking Solution and Offline Booking Solution(s) shall have the ability to support the payment options as directed by the Buyer to include, but not limited to:

3.13.1. corporate payment cards, including virtual credit cards;

3.13.2. invoice feeder files as a method of invoicing;

3.13.3. billing to project and or cost centre codes;

3.13.4. lodge cards / enhanced lodge card;

3.13.5. consolidated invoice accounts, for example 10 or 30 days;

3.13.6. individual and / or single bill back, for example not consolidated invoice; and

3.13.7. payment on departure by Traveller for accommodation and/or venue bookings.

3.14. The Supplier shall work with the Buyer to implement card payment processes as required at no additional cost to the Buyer.

3.15. The Supplier shall work with the Buyer to implement an integrated expenses process as required at no additional cost to the Buyer.

3.16. For acceptance of payment by purchasing card, the Supplier shall only surcharge the Buyer the direct cost borne as a result of the Buyer using the given means of payment. The Supplier shall not charge the Buyer any additional supplier merchant fees other than the card provider's published merchant fees, nor will it be entitled to charge a mark-up on such costs and/or fees.

3.17. The Buyer reserves the right to request proof of the value of any such surcharges associated with payment by a purchasing card.

3.18. The Online Booking Solution shall provide the facility for the Booker to insert the three / four digit CVV security code.

3.19. For each online and offline booking the Buyer shall require the Booker's and Traveller's staff number, service number, where appropriate, and Buyer's specific, name, Unit Identification Number (Lot 3 only), cost centre, email address and where possible whether it is a taxable journey to be recorded for each online and offline booking and, where requested by the Buyer, the tax classification.

3.20. The Supplier shall provide a full itemised breakdown of fees, e.g. booking fees, card surcharge fees, air baggage fees and any additional charges indicated on the Supplier's invoice and the breakdown shall provide for any applicable VAT (or any other similar or equivalent taxes) payable in respect of those fees.

3.21. The Supplier shall determine, prior to Go Live, solutions that have the capability to interface with the Buyer's e-commerce (Purchase 2 Pay) system.

3.22. Where the Buyer does not require a full end-to-end e-commerce (Purchase 2 Pay) system, the Supplier shall provide an alternative solution in accordance with the Buyer's requirements at no additional cost, charge or expense to the Buyer.

3.23. The Online Booking Solution shall have the functionality to manage accommodation provider's advance purchase payments when requested by the Buyer. The offline process shall have the functionality in place to manage accommodation provider's deposits. When required by the Buyer, the Supplier shall accept card payment solutions to facilitate all bookings that require pre-payment.

3.24. If requested by the Buyer, the Supplier shall use their own card solution to facilitate all bookings that require prepayment. Paragraph 3.23 above applies no matter whether the card account belongs to the Buyer or Supplier.

3.25. The Supplier shall ensure that all online and offline bookings for air baggage costs or other ancillary charges are itemised separately on the invoice and are not included in the air fare total amount.

3.26. In the event that the Buyer is required to book accommodation on behalf of third parties (e.g. for projects), the Supplier shall, when requested, be responsible for obtaining the relevant accommodation provider invoice within 20 Working Days of the checkout date to allow the Buyer to claim reimbursement costs through the relevant project.

3.27. The Supplier shall provide an assurance to the Buyer that the lowest available fare/rate is always offered to Bookers to make a booking in a secure and fully bonded

environment. If a Booker finds a flight, hotel or rail ticket that is cheaper than that presented by the Supplier, the Supplier shall action a Price Match.

3.28. The Supplier shall offer a Price Match guarantee on all fares and rates it supplies to the Buyer to guarantee the Supplier is offering the lowest cost options for travel and accommodation. Price Match fares or rates are those that are available to the general public online. This does not include fares or rates offered on membership only websites, reward programs, incentives, via a consolidator or fares or rates obtained via e-auctions, or sites requiring a code to access. Price Match is also not available for sharing economy products. A Price Match challenge needs to be flagged to the Supplier within 2 working hours of receiving the Supplier's quoted fare or rate by email. If the Price Match request is valid the Supplier will need to provide the Price Match quote within 2 working hours. No additional transaction or amendment fees shall be applied when a Price Match is implemented. Price Match is only available for fully IATA/RDG/ATOC/ABTA (or equivalent) bonded distribution channels and only where the point of origin and the point of sale are the same country. Price Match shall not apply in situations where the Buyer has requested that Inventory channels and availability displays be limited to exclude the fares or rates being challenged under Price Match. Price Match shall not apply where the Buyer or Buyer representative has negotiated a rate programme where the lowest available rate is higher than the benchmark rate or fare quoted by the Buyer.

3.29. The Supplier will invoice the Buyer for the Charges in the currency of the country from which the Services are provided unless agreed differently in the Order Form.

## **Tax**

3.30. Any sum payable under the Call-Off Contract is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by applicable law, in the jurisdiction in which the related supply takes place, from time to time, subject to receipt by the paying party of a valid VAT invoice (or its local equivalent) as prescribed by local law or practice. The Supplier shall ensure that any exemption or relief in respect of VAT or equivalent sales or ad valorem taxes is applied on its supply of the Deliverables to the Buyer, in particular by reference to any diplomatic or consular arrangement that may be applicable whether by law, customs practice or otherwise. Where there are different tax treatments applicable depending on type of service requested (e.g. in venue hire for 'Management Conferences' compared to 'Room Hire and Catering Only') then the Supplier shall ensure correct account/category codes are built into the invoicing without any additional charge, cost or expense.

3.31. Except as required by applicable law all payments under the Call-Off Contract will be made free and clear of all deductions and withholdings (whether in respect of tax or otherwise).

## **Management Information and Data Reporting Requirements**

3.32. The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver (or otherwise make available) timely and accurate management information from all the countries in the scope of the Call-Off Contract to the

Buyer in accordance with the Buyer's requirements and the provisions of the Call-Off Contract and this Schedule.

3.33. The Supplier shall provide either: 3.33.1. a secure, central portal to enable the Buyer to self-access their dashboard, management information (including travel data, booked data

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and invoiced data) and reports. The portal shall offer the capability to customise reports and access raw data; or

3.33.2. such alternative secure communication method in relation to the Buyer's dashboard, management information (including travel data, booked data and invoiced data) and reports as specified by the Buyer at the Call-Off Start Date.

3.34. The Supplier shall ensure (where there has been no change to the original booking), the management information provided to the Buyer can be matched to the relevant Supplier invoice.

3.35. The Supplier shall capture details of the Authorising Officers for each online and offline out of policy booking in accordance with the Buyer's requirements.

3.36. The Supplier will use the management information to engage with the Buyer in such areas as (but not limited to) duty of care, enhanced customer experience and ensure that Travellers are making optimal choices in line with their relevant travel policy.

### **Assurance Management Systems**

3.37. The Supplier shall, at all times for the duration of the Call-Off Contract, have in place, maintain and comply with quality and assurance management systems and standards for the scope of the Services offered, including but not limited to the following: 3.37.1. a Quality Management System supported by the International Organisation for Standardisation ISO 9001 Quality Management System, or the current European Foundation for Quality Management (EFQM) Excellence Model criteria or equivalent;

3.37.2. an Environmental Management System supported by the International Organisation for Standardisation ISO 14001 Environmental Management System or equivalent; and

3.37.3. an information security management system as required by the Security Requirements.

### **Feedback Requirements**

3.38. The Online Booking Solution shall provide access to an air, rail, venue and accommodation feedback and rating facility. The feedback facility must request the user's email address as a minimum so as to identify the provider of the feedback. The Supplier shall review this feedback as part of account management and provide recommendations and ideas as to how to remedy and/or prevent any poor service issues occurring and take reasonable steps to avoid such issues occurring again.

3.39. The Supplier shall provide, within the Online Booking Solution, a facility for the Buyer to register Complaints.

### **Call-Off Contract Access**

3.40. The Supplier shall note that the Services provided under the Call-Off Contract, for business travel booking and management Services are solely for authorised business use. Whilst the Services are predominantly for Buyer's employees, they may also be utilised for non-employees, for example employee spouses and dependants, members of the public, visiting foreign nationals and others where prior written approval is provided by the Buyer. Under no circumstances shall Traveller(s) of the Buyer or any other nominated individuals authorised by the Buyer, utilise the Services for personal use unless explicitly part of their duty or pursuant to employment terms and conditions. In the event that the Buyer wishes to use the Services as a

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contingency arrangement for individuals who have not booked their travel through the Call-Off Contract (e.g. the repatriation of British Nationals in an emergency or provision for rough sleepers, asylum seekers), the Supplier will work with the Buyer to facilitate access to the booking solutions under the Call-Off Contract.

3.41. There shall be no personal gain for Bookers or Travellers and/or delegates through benefits acquired as a consequence of travel undertaken as part of the Call-Off Contract. Therefore, the Supplier shall not facilitate the collection of an individual's loyalty card points awarded by Third Party Providers. However, the Supplier is required to facilitate corporate schemes and/or charity donation schemes where applicable, if approved by CCS and agreed with the Buyer.

### **Technology Requirements**

**3.42. Provision of the Online Booking System** 3.42.1. The Supplier will perform the Services using the Supplier's Online Booking System, which will (as a minimum) comply with the requirements set out in this Paragraph 3.42 and this Schedule and the Buyer's specification (as set out in Call-Off Schedule 20 (Call-Off Specification)), and, where applicable, the Supplier's tender for the Services (as set out in Call-Off Schedule 4 (Call-Off Tender)).

3.42.2. The Supplier will ensure that the Online Booking System is suitable for the performance of the Services and that the Services will not be adversely affected or hindered in any way by the use of the Online Booking System. The Supplier's Online Booking Solution tool must be able to allow for "Single Sign On" capability using OIDC and SAML 2.0 authentication protocols to support future Government digital strategies and where interacting with CCS services must be fully capable of integrating with the dedicated CCS Single Sign On solution as and when required.

3.42.3. The Supplier will at all times maintain the Online Booking System in such working order as enables it to perform the Services in accordance with the terms of this Contract and to comply with the Service Levels.

### **Online Booking System Warranties**

3.43. The Supplier warrants, represents and undertakes to the Buyer that: 3.43.1. the Online Booking System used by the Supplier in connection with this Contract will: ● not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any data related input or processing in or on any part of such Online Booking System;

- not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware, website, online applications or computer system of the Buyer with which it interfaces or comes into contact; and
- any variations, enhancements or actions undertaken by the Supplier in respect of the Online Booking System will not affect the Supplier's compliance with this Paragraph 3.43.1 or the performance of the Services;

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3.43.2. the Online Booking System will be properly maintained and supported to ensure that it functions correctly, including through the correction of defects and faults in the Online Booking System and the performance of regular system restoration activities to restore parts of the Online Booking System that are defective or are not functioning correctly; and

3.43.3. it will perform or procure the performance of end user tests to ensure that corrections and system restoration activities have been implemented successfully pursuant to Paragraph 3.42 and that reports will be prepared detailing the success or failure of such end user tests for provision to the Buyer.

### **Performance of the Online Booking System**

3.44. Whenever a new version of the Online Booking System or any part thereof is released, the Supplier will notify the Buyer and will inform the Buyer of the implications that the new version will have on the Online Booking System and, if applicable, the Buyer's use thereof. The Supplier will ensure in collaboration with the Buyer that new versions of the Online Booking System will maintain the functionality of previous versions unless expressly agreed with the Buyer in writing.

3.45. The Supplier will ensure that any updates, modifications and/or maintenance to the Online Booking System will only be carried out with the prior consent of the Buyer and, in any event, will not be carried out on a Working Day.

3.46. In the event that a Virus is found, the Supplier will use, at its own expense, best endeavours to assist in reducing and preventing the effects of the Virus, and in the event that a Virus causes loss or corruption of the Buyer's data to assist the Buyer to the same extent to mitigate such losses and to restore such data. The Supplier will immediately inform the Buyer on becoming aware of any Virus, breach of IT security or unauthorised access affecting the Online Booking System or any of the Buyer's data.

3.47. For the purpose of Paragraph 3.46 a 'Virus' means any software virus, computer worm, malware, spyware, ransomware, disabling script, back-door, Trojan horse, rootkit, key-logger, software bomb or similar damaging or malicious code.

### **Access to the Online Booking System**

3.48. The Supplier will: 3.48.1. provide unrestricted access to the Online Booking System to the Buyer and its nominated representatives throughout the Call-Off Contract Period;

3.48.2. supply accurate and up-to-date copies of all necessary information relating to the Online Booking System to the Buyer in good time prior to the Buyer's first access of the

Online Booking System and updates thereof to reflect any modifications to the Online Booking System from time to time;

3.48.3. supply all necessary passwords and log-in details to enable the Buyer and its personnel to access the Online Booking System in accordance with the Call-Off Contract;

3.48.4. set up and maintain a communications link via which the Buyer can access the Online Booking System and the Supplier will be responsible for the integrity of such link, its connections and for all data passing over such link; and

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3.48.5. take all necessary steps to rectify any errors, failures or malfunctions of the Online Booking System so as to restore the Buyer's access as soon as possible and to minimise disruption to the Buyer.

3.49. The provision of each new version of the Online Booking System and all upgrades and updates thereto which from time to time are made available by the Supplier to its users generally are included in the Charges and will be automatically made available by the Supplier to the Buyer as part of the Online Booking System access rights.

### **Protection of the Online Booking System**

3.50. The Supplier will operate a back-up process for the Online Booking System insofar as it relates to the Services in accordance with the buyer's agreed Security Management Plan. The back-up process will be sufficient to enable the Supplier to replicate the Online Booking System and restore the provision of the Services promptly after the occurrence of any event which materially disables, disrupts or interferes with the proper operation of the Online Booking System.

3.51. The Supplier will protect the Online Booking System used in the provision of the Services in accordance with the Security Management Plan and the Security Requirements, including facilities for remote access to the Online Booking System, against unauthorised external penetration and to ensure that such networks are resilient and are protected at a minimum against any single point of failure.

3.52. The Supplier will test the back-up process for the Online Booking System and the protection to be afforded to the Online Booking System in accordance with the Security Management Plan and the Security Requirements and will prepare reports setting out the results of such tests and any actions which need to be taken to ensure that the back-up process and the Online Booking System comply with the requirements of this Paragraph

3.52. The Supplier will provide such reports to the Buyer within ten (10) Working Days of the completion of such tests.

3.53. The Supplier grants to the Buyer, or will procure the grant to the Buyer of, a royalty-free, worldwide, transferable, non-exclusive licence for the Contract Period, together with the right to grant sub-licences to Bookers and Travellers, to use the object code version of the Online Booking System, as required for the Buyer to receive the Services and enjoy the benefit of any rights granted to it pursuant to the Call-Off Contract.

## **4. MANDATORY SERVICE REQUIREMENTS: LOTS 1-3**

4.1. The Supplier shall meet the mandatory requirements listed below in paragraphs 4.2 to 4.113 of this Schedule.

- 4.2. The Buyer will confirm its requirements for the Services in the Statement of Requirements issued under the Call-Off Procedure.
- 4.3. The Supplier shall create a relevant generic email address which shall be used for all Buyers' queries.
- 4.4. The Buyer is not obliged to procure all of the Services described in this Schedule. The decision on which Services will be procured will be set out in the Order Form.
- 4.5. The Buyer does not guarantee any exclusivity, quantity or value of work under the Call-Off Contract.
- 4.6. The Supplier will be acting as the Buyer's agent and not the principal in relation to any bookings and reservations made in relation to the Services.

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- 4.7. In the performance of the Services and the Supplier's other obligations under the Contract, the Supplier will at all times comply with all applicable Law and have in place and maintain all required registrations, certifications and affiliations.
- 4.8. The Supplier will ensure that it has sufficient levels of suitably qualified personnel with the relevant experience available at all times to provide the Deliverables in accordance with the Service Levels throughout the duration of the Contract. Failure to do so shall amount to a material Default of the Call-Off Contract entitling the Buyer to terminate without notice. A high quality service is deemed to be when the Service Levels specified in Call-Off Schedule 14 (Service Levels) are exceeded on a permanent basis.
- 4.9. The Supplier shall ensure that its staff understand the objectives and implement the Travel/Expenses/Meeting Policy of the Buyer and shall provide the levels of customer service in accordance with Call-Off Schedule 14 (Service Levels) to the Buyer throughout the Call-Off Contract Period including an escalation process for out of policy bookings or attempts to book.
- 4.10. The Supplier will provide additional supporting services not specifically identified in this Schedule, but that are reasonable and typical within the industry for the Services such as travel advice. Such supporting services will be provided upon request and at no charge to the Buyer.
- 4.11. Changes to the way in which the Services are to be delivered which could potentially have a material adverse effect on the Deliverables must be brought to the Buyer's attention as soon as reasonably practicable and shall be agreed between the Buyer and Supplier prior to any changes being implemented.
- 4.12. Subject to Paragraph 4.11, where Deliverables are described in this Schedule but are not mentioned in the pricing matrix, the pricing of such Deliverables shall be deemed to have been included in the Supplier's overall offering and therefore no additional pricing can be charged/added.
- 4.13. The Supplier acknowledges that in the event that the Buyer wishes to access the Services as a contingency arrangement for individuals who have not booked their travel through this Contract (e.g. the repatriation of British Nationals in an emergency), the Supplier will work with the Buyer to facilitate access to the booking solutions under this Contract. This service can be priced outside of the Charges where the Supplier can evidence it is not economically viable to use the Charges and approval has been provided to the Supplier by CCS in writing.
- 4.14. The Supplier shall use all reasonable commercial endeavours to understand and reduce supply chain impacts and risks to the Buyer and ensure that it leverages the

aggregate volumes, it manages on behalf of the Buyer, to work with its supply chains to deliver sustainable and efficient services with the aim of achieving the best long-term, overall value for money for the Buyer.

4.15. The Supplier shall present new more efficient and effective ways of working to the Buyer during the contract review meetings, in accordance with Call-Off Schedule 15 (Call-Off Contract Management), including pro-actively developing and presenting market analysis and recommendations to leverage market opportunities further on an ongoing and continuous dynamic basis, offering expertise, knowledge and advice regularly on the design and ongoing development of Her Majesty's Government travel policy, market intelligence/reports, training of end-users and communications best practice etc. as a trusted professional travel adviser beyond that of just a travel provider.

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### **Booking Solution Access and Capability Requirements**

4.16. The Supplier shall ensure that the Online Booking Solutions and Offline Booking Solutions data capture are not materially different across travel categories (e.g. rail, air, accommodation). Country level online and offline data shall be merged into one report for booked data and one report for invoiced data.

4.17. The Supplier shall ensure that the Online Booking Solution is available 24 hours a day, 365 days per year (or 366 in a leap year) across all the applicable points of sale throughout the entire duration of the Call-Off Contract. This excludes any planned scheduled outages for system maintenance and/or system upgrades that have been mutually agreed with the Buyer and offers the necessary language interface.

4.18. Booker access to the Online Booking Solution shall be via an individual's secure username and password in accordance with the guidance offered by the National Cyber Security Centre <https://www.ncsc.gov.uk/collection/passwords>.

4.19. Requests for forgotten passwords and requests to change password shall be facilitated online at any time and offline during the applicable Core Working Hours and shall be actioned without charge.

4.20. The Supplier shall provide the Buyer with a minimum of 2 weeks' advance notice of any system upgrade, the benefits that any system upgrades shall deliver, and detail any inconvenience or disruption and /or any actions required to be undertaken by the Buyer. The Supplier shall ensure such maintenance or upgrades shall be carried out with minimum disruption to the Deliverables. Online Booking Solution maintenance and upgrades shall be implemented as soon as is practicable, and:

4.20.1. they shall be provided by the Supplier without charge; and

4.20.2. they shall occur outside the applicable Core Working Hours.

4.21. Notification of maintenance and/or system upgrades shall be provided to the Buyer's lead contacts and a message placed on the Supplier's Online Booking Solution at least 2 weeks in advance of and again 48 and 24 hours before as a reminder to all Bookers.

4.22. The Supplier shall ensure any system maintenance and upgrades are tested via the Buyer's networks prior to the upgrade/version release going 'live', including any Third Party Providers that the Supplier is reliant upon. Any custom interfaces must be carried forward when any Supplier systems are upgraded.

4.23. Without prejudice to the Supplier's obligations in respect of the Security Requirements, in case of security breaches and unplanned system maintenance that may directly or

indirectly affect the Buyer, the Supplier shall take all necessary actions, including, but not limited to, system maintenance immediately. Report of a security breach shall be carried out in accordance with the Security Requirements. Information on non-availability of the Online Booking Solution is to be shared with the Buyer at least 1 hour in advance of the commencement of the emergency maintenance and or system upgrades. The Supplier shall inform the Buyer if any action is required and the benefits that any emergency upgrades shall deliver to the Buyer, with a minimum of 1 hours' notice.

4.24. As part of the Implementation Plan, the Supplier shall adapt the Online Booking Solution to reflect the Buyer's Travel/Expenses/Meeting Policy(s) during the Implementation Period).

4.25. The Supplier shall further adapt the Online Booking Solution to reflect any changes in the Buyer's Travel/Expenses/Meeting Policy(s) and / or the Security Management Plan throughout the duration of the Call-Off Contract.

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4.26. The Supplier Online Booking Solution and any other online system available to the Buyer shall comply with:

4.26.1. Government design principles, <https://www.gov.uk/guidance/government-design-principles>;

4.26.2. Government design system, <https://design-system.service.gov.uk/>;

4.26.3. Government standard design, <https://www.gov.uk/service-manual>; and

4.26.4. The Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018.

4.27. The Supplier shall enable the Super Users with the appropriate system access and training to undertake the following activities in accordance with the Buyer's requirements (the details of which shall be agreed between the Supplier and Buyer during the Implementation Period):

4.27.1. allow bookings outside of the Buyer's departmental Travel/Expenses/Meeting Policy(s) subject to Buyer internal controls;

4.27.2. ability to self-register Traveller profiles; create Traveller profiles; amend Traveller profiles;

4.27.3. delete profiles, in accordance with the data security requirements; and

4.27.4. add Buyer specific messages to their tailored booking portal where technology exists.

4.28. The Supplier shall provide the facility for uploading and updating Traveller-specific profile data, e.g. by CSV file or by direct integrated data feed from the Buyer's systems, subject to all necessary security and data protection standards required by the Buyer.

4.29. The Online Booking Solution shall have the capability for Bookers to select and book travel using either pre-registered profiles, create their own profile or a guest profile (dependant on their levels of system access specified by the Buyer).

4.30. The Supplier shall delete/suspend inactive profiles following a period of 13 Months (or as otherwise agreed with the Buyer in writing) of inactivity from the last date of travel or as otherwise agreed with the Buyer. The process for deleting/suspending Traveller profiles shall be in accordance with the Buyer's requirements and agreed in accordance with Call-Off Schedule 13 (Implementation Plan and Testing). The Supplier shall inform the Buyer in writing when inactive profiles have been deleted/suspended.

4.31. The Supplier will:

- 4.31.1. provide a copy of all Traveller profiles to the Buyer on request from time to time and in such format as required by the Buyer;
- 4.31.2. return to the Buyer all Traveller profiles on the termination of the Contractor such earlier date as requested by the Buyer; and
- 4.31.3. securely erase all Traveller profiles and any copies it holds on the termination of the Contract in accordance with the Security Policy.
- 4.32. If required by the Buyer, the Supplier shall ensure that the Online Booking Solution includes a pre-trip approval prior to the booking stage, or authorisation process of bookings.
- 4.33. Unless agreed otherwise with the Buyer in the Call-Off Contract, the Supplier shall ensure a booking cannot be made via the Online Booking Solution or Offline Booking Solution unless a full validated cost centre code or employee number or a full

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validated GL string, full validated project code or other reference number is provided by the Booker unless the payment is being made using an individual's credit card (as specified by the Buyer unless the Buyer's Travel/Expenses/Meeting Policy states otherwise). The cost centre code or employee number shall be validated against a list provided by the Buyer during the Implementation Period. This list shall be updated as frequently as necessary and given to the Supplier up to a maximum of 12 times per year by the Buyer. Any requests over 12 may be subject to an additional charge which shall be specified in the Call-Off Contract. An emergency code will be provided to the Supplier for when this requirement needs to be overridden. The Online Booking Solution shall provide the facility for designated users to update cost centre codes, employee numbers, GL strings, project codes and other reference numbers on profiles on an ad hoc basis.

4.34. The Supplier shall ensure that when using the Online Booking Solution, the Bookers are able to search for and be presented with the lowest cost fares and/or rates in the market from multiple sources of Inventory. The results of the search shall ensure that all available Inventory is clearly visible and appropriate to the search parameters entered by the Booker. All publicly available fares/rates, offers and promotional fares/rates, locally negotiated fares/rates and CCS Public Sector Negotiated Programme fares/rates shall be displayed and available to book. It is mandatory that the Supplier shall not restrict any content and inventories in any way at all, without obtaining prior written approval from the Buyer. There are no exceptions to this mandatory requirement.

4.35. The Supplier shall make new Inventory available on the Online Booking Solution, including GDS and non-GDS content (e.g. API), or Inventory requested by the Buyer as a result of any changes in the supply landscape. New Inventory shall be made available within 14 days of either the request by the Buyer or any change in the supply landscape. When a new API implementation is impacted by Third Party Providers, the Supplier is to agree the timescale with the Buyer.

4.36. The Online Booking Solution shall provide Bookers with access to all published fare/rate rules, restrictions, terms and conditions including, but not limited to, the rules for penalty clauses, amendment, and exchange and cancellation periods.

4.37. Unless agreed otherwise with the Buyer in this Call-Off Contract, the Online Booking Solution shall prioritise all air, rail and accommodation rates by (at a minimum) price, from

lowest to highest, highlighting those that are within policy as defined in the Buyer's Travel/Expenses/Meeting Policy(s). The Online Booking Solution shall also have the functionality to identify when the Booker does not select the lowest cost option, and alert the Booker before they confirm the booking. Prioritisation by other factors is non-mandatory.

4.38. The Supplier shall ensure the Online Booking Solution and the Offline Booking Solution captures the reasons for booking out of the Buyer's Travel/Expenses/Meeting Policy at the time of booking via a drop-down list of Reason For Travel Codes and shall be recorded and reported to the Buyer as part of their through the management information process.

4.39. The Online Booking Solution shall have the facility to communicate, at the point of booking, important messages to Bookers and Travellers regarding situations that are likely to impact their specific travel booking including, but not limited to, hotel refurbishments, travel disruptions, flight delays, adverse weather, industrial action, specific events (e.g. football matches) and Online Booking Solution outages. Any important messages to be published on the Online Booking Solution that are not related to travel disruptions shall be submitted to the Buyer for approval no later than 48 hours prior to publication.

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4.40. The Supplier shall be required to disable any service(s) which are not included in the scope of the Call-Off Contract subject to agreement with the Buyer.

4.41. The Supplier shall ensure a history of confirmed travel and/or meeting itineraries is available to Bookers and Travellers of the Buyer. The Online Booking Solution shall allow Bookers to save frequently used routes and accommodation providers as a template for future reference to enable efficient processing of bookings for frequent journeys (Lots 1 and 2 only).

4.42. The Supplier shall ensure that there is a facility to book multi modal bookings e.g. air and rail as part of one booking. Such bookings shall attract a single transaction fee providing all elements are booked at the same time, in accordance with Call-Off Schedule 5 (Pricing Details).

4.43. The Online Booking Solution shall be customizable; at a minimum it shall be possible to display the Buyer's logo on the landing page of the Online Booking Solution.

4.44. Any API implementation shall conform to Her Majesty's Government best practice <https://www.gov.uk/guidance/gds-api-technical-and-data-standards>.

4.45. The search results shall provide information including, but not limited to, routes, accessibility restrictions, journey times, and CO2 emissions per booking.

4.46. Emissions reporting must be in accordance with the Government guidance on Measuring and reporting environmental impacts: guidance for businesses (<https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses>), as amended, using the relevant government emission conversion factors for greenhouse gas company reporting (<https://www.gov.uk/government/collections/government-conversion-factors-for-company-reporting>) unless otherwise notified by the Buyer.

4.47. The Supplier shall provide solutions to prevent Bookers from either viewing or booking fares/rates (including an escalation process for out of policy bookings or attempts to book) that are: 4.47.1. not within the Buyer's Travel/Expenses/Meeting Policy limits; and/or 4.47.2. fares/rates that the Buyer (and/or CCS) has requested in writing to the Supplier to be removed from the Online Booking Solution.

- 4.48. The Online Booking Solution and/or Offline Booking Solution shall have the capability for the Buyer's Bookers to book and ticket travel where the point of origin is outside the country from which they are making the booking.
- 4.49. The Online Booking Solution shall have the facility to import the travel/meeting venue itinerary details into the calendar that is linked to the Traveller's registered email address.
- 4.50. The Online Booking Solution shall display fares/rates and availability on the day before and the day after the dates selected by the Booker or where the technology allows (for example Rail bookings) to display fares by hour of selected date.
- 4.51. The Online Booking Solution options shall be shown on a single screen, with price comparisons between travel modes, for example appropriate rail and air journeys, and should it become available during the term of the Call-Off Contract, whole journey costs.
- 4.52. The Supplier shall provide an Offline Booking Solution which offers the Buyer all options as reflected in the Online Booking Solution as well as any available offline content which may not be reflected in the Online Booking Solution. The Suppliers must not restrict the options presented to Bookers in any way not approved in writing

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by the Buyer including, but not limited to, their own preferred partners and/or to rates and/or fares that give the Supplier a financial return, or other benefits.

- 4.53. If requested by the Buyer the Supplier shall provide the support, access and functionality of the Online Booking System to the Buyer personnel via mobile devices such as tablets and smartphones or through a mobile booking app. This functionality must not compromise data security in any way and or increase security risks to the Buyer or Her Majesty's Government (HMG). Any security risk will be assessed by the security working group and any necessary modifications must be carried out by the Supplier before the go-live stage of the mobile booking app at no cost to the Buyer in accordance with Call-Off Schedule 9A (Security) or Call-Off Schedule 9B (MOD Security) as applicable.
- 4.54. The Supplier will provide the Buyer with a copy of their technology roadmap and will regularly update the Buyer on the progress and or developments of the roadmap.

### **Operational Service Requirements**

- 4.55. If requested by the Buyer, the Supplier shall provide in-house travel Implants to deliver all aspects in scope of the Buyer's travel requirements.
- 4.56. The travel service delivered must adhere to the service standard (<https://www.gov.uk/service-manual/service-standard>), and pass the necessary assessments for internal travel services.
- 4.57. The Supplier shall provide operational travel management supporting services; these services shall be agreed between the Supplier and the Buyer in the Order Form and Call-Off Schedule 5 (Pricing Details), if applicable.
- 4.58. The Supplier shall provide a service for the facilitation and/or processing and submission of travel visas and passports, including:
- 4.58.1. a visa and or passport query(s) and or support service; and
  - 4.58.2. a service for the provision to purchase currency, which shall be undertaken at the commercially advantageous exchange rate on the day. Exchange rates will be monitored by the Buyer.

4.59. The Supplier shall provide the facility to book: 4.59.1. parking requirements at airports, railway stations and ferry ports;  
4.59.2. parking by an attendant; and  
4.59.3. an airport, railway station or ferry port “meet and greet” service.

4.60. The Supplier shall provide detailed booking information including, but not limited to, directions and contact details for each car park reservation.

4.61. The Supplier shall provide the facility for the Buyer to: 4.61.1. book tickets for all scheduled coach journeys for example on intercity coach journeys;  
4.61.2. bulk purchase bus tickets; and  
4.61.3. hire a coach with a driver.

4.62. The Supplier shall take overall responsibility for ensuring that all Third Party Providers that they engage under the Call-Off Contract are compliant with the current and future legislation applicable to all Services, including, but not limited to all applicable Laws relating to coach hire and driver services and minicab / taxi booking services.

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### **Support for Travellers and Bookers**

4.63. The Buyer shall notify the wording for any automated attendant model and/or interactive voice response telephone script to the Supplier, which shall be used when processing offline bookings by telephone. Answer machines and/or automated attendant model shall be kept to 1 level of the call tree.

4.64. The Supplier shall provide support to Travellers or Bookers who may have specific requirements related to Protected Characteristics, outlined in the Traveller’s or Booker’s profile or communicated during the booking process, to ensure that they are able to access the Services and that all associated travel and booking arrangements are met. In particular any requirements relating to disability are to be catered for in accordance with the Equality Act 2010.

4.65. The Supplier shall advise, at the time of booking, any publicised travel issues that may disrupt the Traveller’s journey or booking including, but not limited to, hotel refurbishments, travel disruptions, flight delays, adverse weather, industrial action, specific events (e.g. football matches).

4.66. The Supplier shall arrange any supporting services required by Travellers and/or delegates with specific needs, the details of which will be provided at the time of booking, for example, assistance upon arrival at the venue, extended transfer times, wheelchair ramps at a station and assistance to board and alight from a train or aircraft.

4.67. The Supplier shall highlight all additional charges applicable to the booking, including but not limited to transaction and ticket delivery / collection fees, and provide advice to Travellers and Bookers in order to minimise these charges.

4.68. The Supplier shall provide a service to book valuable or sensitive items, for example government papers, firearms or musical instruments, animals on flight or rail bookings. The Supplier shall advise of the best method of doing this, for example, the need to book an additional seat, or to book the item as increased baggage allowance.

4.69. The Supplier shall provide the facility for offline bookings to be made on a guest profile without the need to create or store a permanent Traveller profile.

4.70. The Supplier shall provide the facility to set up profiles for Travellers with non-UK passports at no additional cost.

### **Bookings**

4.71. The Supplier shall make available, at all times via the Online Booking Solution and Offline Booking Solution(s), all CCS Public Sector Negotiated Programmes, discounted, advance purchase, special offer, promotional, Commissionable and Non-Commissionable rates and any other available Non-Commissionable special offers for the Buyer to book. The Supplier shall inform the Buyer of all accommodation rates that the Supplier negotiates or make available specific to the Buyer.

4.72. The Supplier shall ensure any faxes sent from the Supplier to a Booker, Traveller or accommodation provider are transmitted successfully before the date of travel or the meeting date.

4.73. The Supplier shall notify in writing the Third Party Provider (e.g. accommodation provider) at the time of booking (online and offline) whether the Traveller has any special needs as communicated by the Booker or the Traveller at the time of booking.

4.74. On all booking confirmations, and all associated correspondence, including, but not limited to, information shared with Third Party Providers, the Supplier shall ensure that the Buyer's department identity is not revealed under any circumstances unless

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instructed otherwise and agreed in writing during the Implementation Period in accordance with Call-Off Schedule 13 (Implementation Plan and Testing).

4.75. The Supplier shall ensure that travel providers are fully aware of the circumstances around specific offline booking types as detailed by the Booker, for example compassionate journeys, and shall handle such bookings sensitively and in accordance with the required payment instructions.

4.76. The Supplier shall provide the facility to capture each overseas business booking and advise a specific team within the Buyer of the booking as soon as it is made in order for the Buyer to undertake a pre-trip risk assessment under the Buyer's own policy/guidance. This facility will be in accordance with the Buyer's requirements and agreed with Buyer during the Implementation Period in accordance with Call-Off Schedule 13 (Implementation Plan and Testing) as to whether pre-ticketing approval will be required for certain 'at risk' destinations.

### **Air Travel**

4.77. The Supplier shall ensure that both the Offline Booking Solution and Online Booking Solution shall have the functionality or process to provide air bookings, domestic and international, for the services detailed below: 4.77.1. single, return and Multi-City Flights;

4.77.2. upgrades and/or added value offers if allowed under the Buyer's

Travel/Expenses/Meeting Policy;

4.77.3. group purchase tickets (offline only);

4.77.4. pre-booking of seat reservations and other ancillaries' services such as meals (subject to the carrier having the facility to display);

4.77.5. special assistance for exceptional circumstances, for example escorted Travellers, unaccompanied minors or an accompanied Traveller service requirement for visually impaired Travellers (offline only);

4.77.6. the ability to exclude certain routes or airlines when requested by the Buyer;

- 4.77.7. excess baggage;
- 4.77.8. baggage booking for low cost carriers; and
- 4.77.9. charity fares and rates where the Buyer meets the airlines charitable criteria.

4.78. The Supplier shall ensure that all options for air travel offered are clearly displayed on the Online Booking Solution and/or explained to the Buyer via the Offline Booking Solution(s), prior to the booking. This shall include details of direct flights, or lower cost options with an overnight stay, or break in a journey and non-direct flight journey duration.

4.79. The Supplier shall ensure that the options provided to the Booker, through the Online Booking Solution or Offline Booking Solution, provide a comparison of the lowest fares available from each carrier in a format that allows the Booker to make best value for money decisions.

4.80. The Buyer recognises that on Multi-City Flights, there may be an opportunity to use ticketing techniques to reduce the overall price for the Buyer. The Supplier shall use its expertise to issue all Multi-City Flights in the most cost effective way (considering the aggregate of both fee and fare).

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4.81. The Supplier shall ensure that all CCS Public Sector Negotiated Programme air fares are loaded correctly and made available through the Online Booking Solution and Offline Booking Solution staff and that all fare options shall be presented, including as a minimum:

4.81.1. Global Distribution System(GDS) or NDC (New Distribution Capability)fares for scheduled airlines and low cost carriers (where provided by the LCC);

4.81.2. web fares for all carriers(to be accessed via an API link where available at no extra cost to the Buyer); and

4.81.3. non-flexible and flexible fare options.

4.82. The Supplier shall provide a flexible search facility for fares on the Online Booking Solution. Where readily available in the industry, the Online Booking Solution and/or process shall be able to exclude low cost carrier web fares which are either not flexible or flexible when requested by the Buyer.

4.83. Where the carriers make this information available to the Supplier, the Supplier shall clearly display or communicate the number of available flight seats remaining for the specific flight being booked.

4.84. For air bookings, the Supplier shall ensure that Bookers and/or Travellers receive an instantaneous system generated confirmation/e-ticket by email or phone app as agreed with the Buyer once a booking has been confirmed, including as a minimum:

4.84.1. unique booking reference code;

4.84.2. ticket type (i.e. Economy/Premium Economy/Business/First) and cost;

4.84.3. Booker and Traveller name (as shown on passport);

4.84.4. journey details, including date, time of travel, carrier, flight number, terminal number and seat number where applicable;

4.84.5. terms and conditions associated with the ticket booked and any restrictions;

4.84.6. information on how to make cancellations, exchanges and amendments;

4.84.7. information on accessibility arrangements, such as provision of ramp access at stations, where relevant or restrictions;

4.84.8. the Supplier's contact telephone number during Core Working Hours and out of Core Working Hours if different;

- 4.84.9.the Supplier's email address for contact during and out of Core Working Hours if different;
- 4.84.10.check-in information (e.g. when check-in opens, recommended time to allow for check-in);
- 4.84.11.baggage entitlement; and
- 4.84.12.breakdown of costs (e.g. flight cost, taxes, cabin baggage, excess baggage).

## **Rail Travel**

4.85.The Supplier shall present all available rail fares in price order (lowest to highest),including as a minimum:

- 4.85.1.advance purchase (singles and returns);
- 4.85.2.flexible (single and returns);

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- 4.85.3. other cost effective ticketing options. For example, offering two separate tickets for a single journey (i.e. where there is a break in the route) rather than purchasing one through ticket; and
- 4.85.4. discounted fares for holders of any type of discounted rail cards.
- 4.86. The Supplier shall provide the facility to book via the online booking tool Eurostar tickets and other non-UK rail tickets (where the technology exists) e.g. France, Germany, Italy and Spain.
- 4.87. The Supplier shall provide the facility for the Buyer to set a default rail ticket fulfilment option and for the Booker to select an alternative ticket fulfilment before a booking has been confirmed, including as a minimum:
  - 4.87.1. self-print, phone application and/or bar codes, where available;
  - 4.87.2. Ticket On Departure (TOD) from a nominated train station (either from a ticket office or a machine);
  - 4.87.3. first or second class post;
  - 4.87.4. recorded or special delivery (signed-for delivery);
  - 4.87.5. courier delivery;
  - 4.87.6. in-house ticket printing facilities (where applicable); and
  - 4.87.7. E-Ticket and Smartcard or equivalent where support and/or technology exists.

- 4.88. For rail bookings, the Supplier shall ensure that Bookers and/or Travellers receive a system-generated confirmation/e-ticket by email or phone app as agreed with the Buyer once a booking has been confirmed, including as a minimum:
  - 4.88.1. unique booking reference code;
  - 4.88.2. unique reference code to enable tickets to be printed and or collected prior to departure;
  - 4.88.3. ticket type (i.e. Advance/Off-Peak) and cost;
  - 4.88.4. Booker and Traveller name;
  - 4.88.5. journey details, including, but not limited to, date, time of departure and arrival, departure station, arrival station, rail service provider and seat number (if a seat has been reserved) for all segments of the journey;
  - 4.88.6. terms and conditions associated with the ticket booked and any restrictions;

- 4.88.7. information on how to make cancellations, exchanges and amendments;
- 4.88.8. the Supplier's contact telephone number during Core Working Hours and out of Core Working Hours if different; and
- 4.88.9. the Supplier's email address for contact during Core Working Hours and out of Core Working Hours if different.

4.89. The Supplier shall provide the facility for the Booker to make rail seat reservations within the booking process whenever the seat reservations are available to be booked in advance.

4.90. Where Travellers have specific accessibility requirements the Supplier shall ensure that this is clearly communicated to the rail service provider and any adaptations, such as ramp provision at stations or escorted access are confirmed in writing to the Booker and the Traveller as part of the confirmation. If the adaptations delivered are

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not suitable, or not provided at the time of travel, the Supplier shall offer alternate solutions. Such events shall be captured in the Complaints Procedure by the Supplier when they become aware and the Supplier shall take up with the rail service provider, updating the Buyer each quarter.

4.91. The Supplier shall ensure that the search results displayed on the Online Booking Solution or communicated via the Offline Booking Solution provide a comparison of the lowest fares available for each rail service provider in a format that allows the Booker to make best value for money decisions.

4.92. The Supplier shall provide the facility for the Buyer to make Transport for London and rail warrant bookings. In addition, the Supplier shall provide a facility to book a rail ticket that includes underground travel.

4.93. The Supplier shall provide the facility for the Buyer to make cross border rail services (e.g. Eurostar) bookings detailing all available fares and class of travel through the online booking solution where the technology exists.

4.94. The Supplier shall provide a facility for the provision of Oyster cards and/or rail smartcards and the facility to 'top up' Oyster cards by registering the card on the Supplier's website or through a link to the TfL Website to allow the 'top up' to be billed back to the Buyer. If requested by the Buyer, the Supplier shall allow smartcards UK rail fulfilment through the Online Booking Solution and Offline Booking Solution.

4.95. At the time of booking, the Supplier shall provide details of any fees for delivery / collection of tickets. This information shall be clearly visible to allow the Booker to choose the cheapest option.

4.96. Where the Buyer does not tailor its rail ticketing option the Online Booking Solution shall default to the lowest cost ticketing option, including free of charge options at the time of booking.

4.97. The Supplier shall provide a split ticketing functionality when booking rail tickets online to book cheaper fares on the frequently travelled routes dictated by the Buyer. The split ticketing option shall be the default booking option where a saving can be made over standard or advanced tickets. The split ticketing routes will be agreed during implementation and updated if necessary following regular business reviews.

## **Accommodation**

4.98. The Supplier shall ensure that the Online Booking Solution and Offline Booking Solution(s) for accommodation bookings shall clearly display and communicate (if offline) full and complete details of the services listed below:

- 4.98.1. accommodation room descriptions / specifications / amenities (e.g. safe, hairdryer, bath, shower);
- 4.98.2. rate inclusions / exclusions (e.g. breakfast, evening meal, local tax, Wi-Fi);
- 4.98.3. accommodation facilities (e.g. gym, parking, restaurant);
- 4.98.4. accommodation location (e.g. distance from local transport / nearest station);
- 4.98.5. disability access and any access restrictions;
- 4.98.6. accommodation cancellation policy terms and conditions of the booking; and
- 4.98.7. electric vehicle charging points and other environmentally sustainable options provided by the venue.

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4.99. The Supplier shall ensure that accommodation providers make the booked accommodation available to Travellers and/or delegates who may be arriving late in the evening or at night, and shall not reallocate the booked accommodation to any other customer. The Supplier shall ensure that confirmations in writing clearly make this point to the accommodation provider. If Travellers and/or delegates are 'booked out' and made to stay at other accommodation providers, this event is to be captured in the Complaints process by the Supplier when they become aware. The Supplier shall ensure alternative accommodation is arranged immediately by the accommodation provider and that no additional cost is passed onto the Booker or Buyer.

4.100. The Supplier shall provide the Booker(s)/Traveller(s) with the ability to detail where applicable special requirements (e.g. allergies/dietary needs) on the booking tool to enable ease of travel.

4.101. The Supplier must have the facility to exclude certain accommodation providers, as defined by the Buyer, to ensure they are not visible to the online Booker, nor made available to book by the booking agent if offline. This shall be requested on an ad-hoc basis and must be dealt with immediately at no extra cost.

4.102. Within the Offline Booking Solution, the Buyer may need to make a request for information about the hotel e.g. if there are height restrictions in hotel car parks, quiet areas in car parks for dogs to sleep in vans and 24 hour check-in. The Supplier will promptly confirm all such information.

4.103. For accommodation bookings, the Supplier shall ensure that Bookers and/or Travellers receive an instantaneous confirmation by email, fax or phone app as agreed with the Buyer, once a booking has been confirmed, including as a minimum:

- 4.103.1. unique booking reference code;

- 4.103.2. Booker email address;

- 4.103.3. Traveller name;

- 4.103.4. accommodation name and address including postcode;

- 4.103.5. map view;

- 4.103.6. date and duration of stay;

- 4.103.7. breakdown of costs (e.g. room rate, taxes);

- 4.103.8. amenities included / not included in the room rate (e.g. Wi-Fi, breakfast);

- 4.103.9. payment method, for example payment on departure, bill back and or payment card;

4.103.10. cancellation and amendments terms and conditions including the latest cancellation date and time to avoid all charges;  
4.103.11. information on how to make cancellations and amendments; and  
4.103.12. the Supplier's contact telephone number during Core Working Hours and out of Core Working Hours telephone number (if different).

4.104. For non-Global Distribution System (GDS) accommodation bookings the Supplier shall provide a process to reduce the number of instances of Travellers arriving at the accommodation and being informed that the bill back is not adequately set up. This may include but not limited to providing a faxed or emailed confirmation to the Traveller to be presented to the accommodation provider on arrival.

4.105. The Supplier shall ensure that there is an offline facility to service the Buyer requirements for group bookings.

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4.106. The Supplier shall have specialist points of contact for group bookings. If there is a need to transfer a call between non-group and group specialists, this must take place without the Booker being asked to re-dial.

4.107. The Supplier shall provide a facility as part of the Offline Booking Solution to contact Third Party Providers to fulfil specific requirements for example, staff travelling with working dogs.

4.108. The Supplier shall provide a facility to service the Buyer's requirements for "long stay" bookings and accommodation for 'exclusive use'. A "long stay booking" is a booking for Travellers and/or delegates staying more than nine (9) consecutive nights in the same accommodation.

### **Ferry (including Eurotunnel)**

4.109. The Supplier shall provide the facility for the Buyer to book all ferry ticket types for domestic and international scheduled services online and offline.

4.110. The Supplier shall provide an Online Booking Solution and Offline Booking Solution service to book passenger vehicles on the Eurotunnel Le Shuttle.

### **Vehicle Hire & Taxi**

4.111. The Supplier shall provide a service for the Buyer to make vehicle hire bookings using either the Online Booking Solution and/or Offline Booking Solution.

4.112. Where requested by the Buyer, the Supplier shall place any vehicle hire booking requirements under the Call-Off Contract with the Buyer's nominated vehicle hire services framework provider (as notified to the Supplier), and shall liaise with any such provider to provide an efficient, value for money service to the Buyer.

4.113. The Supplier shall provide a service where possible for the Buyer to make minicab car / taxi bookings for a single Traveller or multiple Travellers and/or delegates using either the Online Booking Solution and/or Offline Booking Solution. The Supplier shall notify the Booker where there are taxi-sharing opportunities at the time of booking to assist with best value for money decisions. The process will be in accordance with the Buyer's requirements and agreed with the Buyer during the Implementation Period in accordance with Call-Off Schedule 13 (Implementation Plan and Testing).

## **5. LOT 1: BOOKING SOLUTIONS UK POINTS OF SALE - LOW TOUCH – Not Used**

## **6. LOT 2: BOOKING SOLUTIONS UK & OVERSEAS POINTS OF SALE - HIGH TOUCH**

6.1. The customer demographic for this Lot is to address the following requirements: 6.1.1. Buyer(s) with premium requirements above standard service requirements, online adoption under 90%. Considerable international volume.

6.1.2. The booking solutions to be delivered within this Lot are: ● accommodation;

- air travel;
- ferry travel;
- Eurotunnel,
- ground transportation (including but not limited to car hire, coach with driver, taxis);

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- rail booking (UK, Europe & International); and
- supporting ancillary services (including but not limited to duty of care, risk alerts, mobile trip booking, Traveller tracking platform and parking).

6.1.3. **Optional Services:** the optional Services comprise: ● air/boat/helicopter chartering;

- crisis management services (including repatriation, emergency accommodation and MEDEVAC services);
- security and risk management services; and
- Implants.

### **Booking Solutions Optional Services**

6.2. If requested by the Buyer, the Supplier shall provide the following services.

Requirements to be set out or referred to in the Order Form: 6.2.1. air/ boat/helicopter chartering;

6.2.2. crisis management services (including repatriation, emergency accommodation and MEDEVAC);

6.2.3. Implants; and

6.2.4. security and risk management services.

6.3. During the lifetime of the Framework Contract it may be necessary for the Supplier to source and subcontract the provision of crisis management services and security and risk management services that include (but are not limited to): 6.3.1. country risk assessments;

6.3.2. cyber-security risk management and awareness training for Travellers;

6.3.3. mobile GPS tracking;

6.3.4. 2-way mobile safety messaging with travellers;

6.3.5. bespoke hotel / airline risk assessments;

6.3.6. 24-hour crisis response centre support;

6.3.7. MEDEVAC services;

6.3.8. close protection services;

6.3.9. ground security / asset protection; and

6.3.10. meetings & events / venue safety & security measures etc.

6.4. Where required under the Call-Off Contract, the Supplier is permitted to subcontract these services to a third party, passing the agreed price for such services with such third party back to the relevant department at the Buyer on a “pass through” basis without any profit mark-up, cost, administration charge or expense, provided that the price has been agreed between all parties in writing upfront.

6.5. Where pricing details for crisis management services and/or security and risk management Services are either: 6.5.1. not agreed and set out in the Call-Off Contract; or 6.5.2. are deemed by the Buyer to not represent value for money,

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then the Buyer is not obliged to call off any crisis management services and/or security and risk management Services from the Supplier and may procure those services via another provider/procurement route if required.

**Booking Solutions that include Overseas Points of Sale**

6.6. Where specified in the Order Form, the Buyer may specify the Lot 2 service requirements set out in this paragraph 6 (Booking Solutions UK & overseas points of sale - high touch) will apply to points of sale located in certain countries other than the United Kingdom and those countries will be specified by the Buyer in the Order Form. Unless specified in the relevant Order Form the Lot 2 service requirements set out in this paragraph 6 (Booking Solutions UK & overseas points of sale - high touch) shall only apply to points of sale in the United Kingdom.

6.7. The Parties acknowledge and agree that certain amendments to the Call-Off Contract may be required in order to give effect to any requirement of the Buyer for the supply of the Deliverables in accordance with the Call-Off Contract in certain countries outside of the United Kingdom (“**Local Amendments**”);

6.8. The Parties agree that any Local Amendments: 6.8.1. shall be recorded (on a country-by-country basis) substantially in the form set out at Annex 2 (Local Amendments) to this Schedule;

6.8.2. shall be strictly limited to changes which are strictly necessary to comply with the local laws of the relevant country that apply in respect of the supply and/or receipt of the Deliverables; and

6.8.3. subject always to Paragraph 6.8.2 immediately above (and any consequential changes to the scope and/or cost of supplying the Deliverables), will not amend the commercial aspects of the Call-Off Contract.

6.9. The Supplier shall notify the Buyer of all countries in which they have wholly owned, joint-venture, partner, or affiliate partner locations. The Supplier will update the Buyer of any changes to their global footprint during the Call-Off Contract Period.

6.10. The Supplier will promptly notify the Buyer during the Implementation Period of any Local Amendments required to the Call-Off Contract in accordance with Call-Off Schedule 13 (Implementation Plan and Testing) and will complete Annex 2 (Local Amendments) to this Schedule with the requested Local Amendments and provide it to the Buyer for its review and approval. The Parties will act reasonably and in good faith in relation to the agreement of the Local Amendments.

6.11. The Parties will each be responsible for their own costs and expenses arising out of or in connection with agreeing any required Local Amendments.

6.12. The Local Amendments shall not be effective unless and until Annex 2 - Local Amendments to this Schedule is agreed by the duly authorised representatives of the Parties.

6.13. If there is any conflict or inconsistency between the Call-Off Contract and the Local Amendments, the Local Amendments shall prevail to the extent they are consistent with Paragraphs 6.7 and 6.8 above.

6.14. The Online Booking Solution shall have the capability to distinguish the CCS Public Sector Negotiated Programme fares/rates from any other public or private fare/rates displayed and ensure all CCS Public Sector Negotiated Programme fares/rates are loaded correctly. The Supplier shall perform up to four fare/rate audits per year, one before Go Live if requested, to ensure the CCS Public Sector Negotiated Programme fares/rates are correctly loaded in all Online Booking Solutions and offline equivalent

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systems. The Supplier shall ensure that Foreign and Commonwealth Office marker hotels (approved on security grounds) are identified as such on the system.

6.15. The Supplier shall provide a real-time Offline Booking Solution to Bookers and Travellers that will deal in real-time with all enquiries from Bookers and Travellers including, but not limited to, making new international and domestic bookings, technical issues with the Online Booking Solution, amendments/cancellations to bookings, refunds and exchanges to tickets. The real-time Offline Booking Solution shall be available during Core Working Hours in each country of operation. Calls to the Offline Booking Solution shall cost no more than an in country standard call charge. Outside Core Working Hours, the Supplier shall provide a telephone helpline service that shall be accessible from landlines and mobile telephones and overseas. Through the out of Core Working Hours Service the Supplier will need to provide the following support: 6.15.1. making emergency offline bookings;

6.15.2. facilitating cancellations and changes to bookings;

6.15.3. assisting to repatriate Travellers in the event of a security incident or natural disaster; and

6.15.4. rebooking Travellers whose travel has been cancelled by the travel supplier etc.

6.16. The Supplier shall provide an Executive Service(s) to approved Bookers and Travellers nominated by the Buyer. Following the award of the Call-Off Contract the Buyer shall, in consultation with the Supplier, define the criteria for access to and identification of Bookers and Travellers permitted to use this Service.

6.17. The Online Booking Solution shall assist with travel planning and highlight times of the year when there may be a greater demand for the Services. Information shall be updated on a Monthly basis.

6.18. The Supplier, when requested shall: 6.18.1. research appropriate flight solutions on the agreed travel dates to and from the specified destination(s) within a timeframe to be provided by the Buyer;

6.18.2. identify the cost, keeping within budget;

6.18.3. provisionally book the most suitable flight(s);

6.18.4. contact the Buyer with the flight option details. The Buyer will agree the chosen option direct with the delegate and advise the Supplier;

6.18.5. book the chosen flight(s) using delegate(s) passport details as required;  
6.18.6. send booking confirmations, including flight details to the Buyer; and  
6.18.7. pay for flights booked and invoice the Buyer the relevant costs for each named delegate.

6.19. The Supplier shall provide a facility to capture any business bookings that are deemed to be taxable under the Buyer's own policy / guidance. Additional information requiring capture may also include: 6.19.1. Travellers on a posting term of less than 24 Months, for example detached duty tax relief;  
6.19.2. the type of posting term the Traveller is on;  
6.19.3. confirmation that the booking is in relation to the posting term; and

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6.19.4. Reason for Travel Codes (RFT).

6.20. The Supplier shall provide a separate report on bookings that are deemed to be taxable for both online and offline bookings.

6.21. The Buyer may where it requests, require a value for money air service (including private jets) to move personnel and or goods/cargo when commercial options are not available, or are unsuitable to the requirements, for example air transportation for UK hosted international conferences and emergency situations. The Supplier shall provide in respect of this service whole and part, fixed and rotary wing aircraft for point to point charter worldwide. In addition, the provision of fixed or rotary wing aircraft on an aircraft, crew, maintenance and insurance (ACMI) basis and the holding of a bank of flying hours on behalf of the Buyer is also required. The Supplier shall take overall responsibility for ensuring that all Subcontractors engaged for the provision of air chartering services under this Contract are compliant with the current and future legislation pertaining to all of the required air charter services. The Supplier shall provide the Buyer with CO2 emissions reporting for air charter journeys in such format and at such frequencies as required by the Buyer.

6.22. The Buyer may, where it requests, require a value for money boat charter to move personnel and or goods/cargo when commercial options are not available. The Supplier shall take overall responsibility for ensuring that all Subcontractors engaged for the provision of boat chartering services under this Contract are compliant with the current and future legislation pertaining to all of the required boat charter services. The Supplier shall provide the Buyer with CO2 emissions reporting for boat charter journeys in such format and at such frequencies as required by the Buyer.

6.23. The online booking process for requesting group accommodation or venue booking shall enable the Booker to submit an online booking request form detailing the particulars of the request. On receipt of a completed booking request form, the Supplier shall send the Booker an instantaneous email acknowledging receipt of the booking request form.

6.24. The Supplier shall provide the Buyer with an Online Booking System for venue find where venues make Inventory available online (including providing a mechanism for the Buyer to make amendments to and or cancel a booking.

6.25. Upon the Buyer's request, the Supplier will provide: 6.25.1. the option to have a "ticketing only" facility, where they research and hold their own flights, handing off to the Supplier for fulfilment;

6.25.2. access to cost trend data mapping for their project planning. For example, the Buyer picks a time period and can then see how flight and accommodation costs are affected by local events;

6.25.3. on-line travel requirements capture forms for complex offline bookings. Project managers need the facility to upload groups, project codes and other special requirements for mapping in the booking system;

### **Executive Services**

6.26. The Supplier shall provide a dedicated offline team for Ministerial and Executive Services.

6.27. Supplier Staff handling these bookings shall have a minimum of SC level security clearance with costs to be borne by the Supplier.

6.28. The Buyer shall provide the Supplier with an updated report by the 15th of each Month for the duration of this Call-Off Contract, to confirm the names of all Bookers and Travellers who are permitted to use the Executive Service(s).

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6.29. The Executive Service(s) shall include, but not be limited to the following:

6.29.1. provision of a team who shall deliver Executive Service(s) to the Bookers and Travellers. The Supplier team members shall have the appropriate skills and experience, as required by the Buyer;

6.29.2. provision of personal consultation service to discuss complex itineraries, as required by both the booking personnel and the named Traveller;

6.29.3. provision of a dedicated telephone number that allows the booking personnel to bypass the Offline Booking Solution(s) business as usual queue. The Supplier shall ensure that this dedicated telephone number, which must be accessible from UK landlines mobile telephones and overseas, via a UK dialling code is available during Core Working Hours. The calls to this number will cost no more than calls to numbers beginning with 01, 02 or 03;

6.29.4. provision of an out of Core Working Hours support for the booking personnel and the named Traveller by ensuring their out of Core Working Hours team are advised of any Executive Service(s) trips taking place during a particular period of time;

6.29.5. provision of dedicated email access for the named booking personnel;

6.29.6. ensuring frequent profile accuracy checks with named booking personnel and ensuring named Traveller entitlements are captured (for example, senior citizen railcards);

6.29.7. the Supplier fulfilling lastminute travel booking requirements, where there is availability, and sometimes within an hour prior to departure (subject to airline regulations);

6.29.8. ensuring all accommodation, air, rail and Eurostar reservations are checked for accuracy and are inclusive of appropriate discount card details (excluding those that are for the collection of points for personal use) for the named Traveller; and

6.29.9. the Supplier making personal checks with accommodation venue providers to ensure that bookings have been made and that all special requests for the named Traveller have been processed.

### **Contract Management**

6.30. The Supplier will put in place a contract management structure across each region and in relation to each country where the Services are delivered. As a minimum, such structure will include:

6.30.1. a local point of contact per country for the Buyer's personnel in-country;

6.30.2. a regional point of contact per region for the Buyer's personnel to escalate any in-country issues; and

6.30.3. an overarching point of contact for the escalation of issues that cannot be resolved in-country or at a regional level.

6.31. The Supplier's Contract Manager shall have the accountability for the provision of the Services in each country where the Services are delivered and shall act as the overarching point of contact set out above.

6.32. The Supplier will provide up to date contact details (including email addresses and telephone numbers) for each point of contact to the Buyer and will promptly notify the Buyer of any changes to the nominated points of contact (or their contact details).

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6.33. The Supplier will ensure that each point of contact is available during Core Working Hours or, if they are not available, they provide details for an alternative point of contact.

6.34. The Supplier's Contract Manager will provide the Buyer Authorised Representative and/or the Buyer's project manager, on request, with all the information requested in relation to the management of the Call-Off Contract and any issues, disputes and/or Complaints arising (including at country, regional and an overarching contract level).

### **Crisis Management Services**

6.35. The Supplier acknowledges that in the event that the Buyer wishes to access the Services as a contingency arrangement for individuals who have not booked their travel through this Contract (e.g. the repatriation of British Nationals in an emergency), the Supplier will work with the Buyer to facilitate access to the booking solutions under the Call-Off Contract. This service can be priced outside of the Charges where the Supplier can evidence it is not economically viable to use the Charges and approval has been provided to the Supplier by CCS in writing.

6.36. The Supplier shall provide the Buyer (where it requests) access to crisis management services (including repatriation, emergency accommodation and MEDEVAC). This will also be applicable to individuals who have not booked their travel through the Call-Off Contract (e.g. the repatriation of British Nationals in an emergency).

6.37. The chartering of boats and flights as part of the Buyer's response to a crisis situation are to cover a number of eventualities. For example this could be a global requirement to return British Nationals back to the UK, at short notice, from anywhere in the world. For flights it will ideally be direct, but on occasion will be via a connection hub. Charter flights would be required when there are either no or limited commercial flights.

6.38. The Supplier will be responsible for working with airlines to source flights in accordance with the Buyer's detailed requirements.

6.39. The Supplier will have global coverage and require extensive knowledge of the air industry. This knowledge and relationships with representatives of the air industry around

the world will be critical in allowing the Supplier to work with a number of stakeholders in the industry including ad hoc markets to liaise with local carriers when required.

6.40. Additional services can also be included at anytime, to be delivered when part of a travel project or programme or work, for example but not limited to, managed quarantine service (Red, Amber & Green Packages), Repatriations, Asylum Seekers Programme etc, where there is a requirement for a department and/or member of the public to book and pay for a test kit(s), to administer and/or complete loan/undertaking to repay processes to enable a booking to be made if/when authorised in writing by the Government Department responsible for the project/programme of work.

6.41. CCS in partnership with the Buyer can add additional travel and venue services required by framework customers and their travellers at any time to support the response to any crisis situation or event e.g. global pandemics.

**7. LOT 3: BOOKING SOLUTIONS SPECIALIST NEEDS – Not used**

**8. LOT 4: BOOKING SOLUTIONS VENUES & EVENTS – Not Used**

**Accommodation and Venue Find**

**Annex 1: Supplementary definitions**  
**“Application Programming Interface (API)”**

a collection of prewritten packages, classes, and interfaces with their respective methods, fields and constructors;

**“Authorising Officers”**

the Buyer’s authorised representatives who are permitted to approve out of policy bookings, as confirmed by the Buyer to the Supplier in writing from time to time;

**“Booker”**

has the meaning set out in Joint Schedule 1 (Definitions);

**“CCS Preferred Venue Terms and Conditions”**

the document detailing the preferred terms and conditions of CCS for when booking a meeting venue. It contains things like cancellation and payment terms;

**“CCS Public Sector Negotiated Programme” or “Public Sector Programme”**

the current range of Commissionable Inventory and Non-Commissionable Inventory negotiated by CCS and made available to central government, wider public sector and third sector through current and future commercial arrangements with suppliers of travel services and/or venue find services that have entered into an agreement with CCS;

**“Commissionable Inventory”**

the Inventory which earns Commissions;

**“Commissionable”**

capable of earning Commissions;

**“Commissions”**

all monies, gifts, rewards, other income or benefits earned from Third Party Providers on Public Sector and third sector spend through RM6217 that is given or made available to the Supplier; this includes, but is not limited to, monies paid per-booking, gifts, rewards, overrides, growth incentives, financial and non-financial

**“Complaint”**

sales & marketing incentives/funds, GDS payments, merchant rebates, other rebates and any other type of revenue or benefit;

any written complaint in relation to the Supplier’s performance of the Services, which shall be handled in accordance with the Complaints Procedure;

**“Complaints Procedure”**

the procedure for processing Complaints as set out in this Schedule and the Call-Off Contract;

**“Core Working Hours”**

the standard core working hours in each country are between 08.00 and 18:00 (local time);

**“Data Set”**

a collection of information on the Buyer’s travel requirements that is composed of separate elements;

**“Environmental Management System” or (“EMS”)**

the management of an organisation’s environmental programs in a comprehensive, systematic, planned and documented manner. It includes the organisational structure, planning and

## **Call-Off Schedule 23 (HMRC Terms)**

### **1. Definitions**

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

**“Connected Company”** in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;

**“Control”** the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;

**“Prohibited Transaction”** a) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description otherwise payable by the Supplier or a Connected Company on or in connection with the Charges; or

3.

b) which would be payable by any Key Subcontractor and its Connected Companies on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract,

4.

other than transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business;

**“Purchase Order Number”** the Buyer’s unique number relating to the supply of the Deliverables;

**“Supporting Documentation”** sufficient information in writing to enable the Buyer to reasonably verify the accuracy of any invoice; and

**“Tax Compliance Failure”** where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1 (as amended and updated from time to time), where:

(a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Paragraph 5.3; and

5.

(b) any “Essential Subcontractor” means any Key Subcontractor.

## **2. Exclusion of certain Core Terms and terms of Schedules**

2.1. When the Parties have entered into a Call-Off Contract which incorporates the terms of this Call-Off Schedule 23, the following Core Terms are modified in respect of that Call-Off Contract (but are not modified in respect of the Framework Contract):

2.1.1. Clauses 31.1, 31.2, 31.3 and 31.4(d) of the Core Terms do not apply to that Call-Off Contract, but for the avoidance of doubt, the remainder of Clause 31.4 of the Core Terms shall continue to apply to the Call-Off Contract; and

2.1.2. Clause 7.2 of the Core Terms does not apply to that Call-Off Contract.

2.2. When the Parties have entered into a Call-Off Contract which incorporates the terms of this Call-Off Schedule 23, the following Joint Schedules are modified in respect of that Call-Off Contract (but are not disapplied in respect of the Framework Contract):

2.2.1. The definition of “Occasion of Tax Non-Compliance” contained in Joint Schedule 1 (Definitions) does not apply to that Call-Off Contract; and

2.2.2. paragraph 5(d) of Joint Schedule 11 (Processing Data) does not apply to that Call-Off Contract.

## **3. Charges, Payment and Recovery of Sums Due**

3.1. The Supplier shall invoice the Buyer as specified in Clause 4 of the Core Terms as modified by any Framework Special Terms or any Call-Off Special Terms.

3.2. In addition to the provisions of Clause 4 of the Core Terms and any applicable Framework Special Term or Call-Off Special Term, the Supplier shall procure a Purchase Order Number from the Buyer before any Deliverables are supplied. Should the Supplier supply Deliverables without a Purchase Order Number:

3.2.1. the Supplier does so at its own risk; and

3.2.2. the Buyer shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.

3.3. The Supplier shall submit each invoice and any Supporting Documentation required in accordance with Clause 4 of the Core Terms and any applicable Framework Special Term or Call-Off Special Term, as directed by the Buyer from time to time, either:

3.3.1. via the Buyer's electronic transaction system as an Electronic Invoice;  
or

3.3.2. to the [specify who the contact in HMRC is] (or such other person notified to the Supplier in writing by the Buyer) by email in pdf format or, if agreed with the Buyer, in hard copy by post.

#### **4. Warranties**

4.1. The Supplier represents and warrants that:

4.1.1. in the three years prior to the Effective Date, it has complied with all applicable Law related to Tax in the United Kingdom and in the jurisdiction in which it is established;

4.1.2. it has notified the Buyer in writing of any Tax Compliance Failure it is involved in; and

4.1.3. no proceedings or other steps have been taken (nor, to the best of the Supplier's knowledge, are threatened) for:

4.1.3.1. the winding up of the Supplier;

4.1.3.2. the Supplier's dissolution; or

4.1.3.3. the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue,

and the Supplier has notified the Buyer of any profit warnings it has issued in the three years prior to the Effective Date.

4.2. If the Supplier becomes aware that any of the representations or warranties under Paragraphs 4.1.1, 4.1.2 and/or 4.1.3 have been breached, are untrue or misleading, it shall immediately notify the Buyer in sufficient detail to enable the Buyer to make an accurate assessment of the situation.

4.3. In the event that the warranty given by the Supplier in Paragraph 4.1.2 is materially untrue, this shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

#### **5. Promoting Tax Compliance**

5.1. The Supplier shall comply with all Law relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.

5.2. The Supplier shall provide to the Buyer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to that person supplying any material Deliverables under the Contract.

5.3. Upon a request by the Buyer, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor of the Supplier engaged in supplying Deliverables under the Contract.

5.4. If, at any point during the Call-Off Contract Period, there is a Tax Compliance Failure, the Supplier shall:

5.4.1. notify the Buyer in writing within five (5) Working Days of its occurrence; and

5.4.2. promptly provide to the Buyer:

5.4.2.1. details of the steps which the Supplier is taking to resolve the Tax Compliance Failure and to prevent it from recurring, together with any mitigating factors that it considers relevant; and

5.4.2.2. such other information in relation to the Tax Compliance Failure as the Buyer may reasonably require.

5.5. The Supplier shall indemnify the Buyer against any liability for Tax (including any interest, penalties or costs incurred) of the Buyer in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Contract.

5.6. Any amounts due under Paragraph 5.5 shall be paid not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Buyer. Any amounts due under Paragraph 5.5 shall not be subject to clause 11.2 of the Core Terms.

5.7. Upon the Buyer's request, the Supplier shall promptly provide information which demonstrates how the Supplier complies with its Tax obligations.

5.8. If the Supplier:

5.8.1. fails to comply with Paragraphs 5.1, 5.4.1 and/or 5.7 this may be a material breach of the Contract;

5.8.2. fails to comply with a reasonable request by the Buyer that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Paragraph 5.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in a Tax Compliance Failure this shall be a material breach of the Contract; and/or

5.8.3. fails to provide acceptable details of steps being taken and mitigating factors pursuant to Paragraph 5.4.2 this shall be a material breach of the Contract;

and any such material breach shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

5.9. In addition to those circumstances listed in clause 15.2 to 15.4 of the Core Terms, the Buyer may internally share any information, including Confidential Information, which it receives under Paragraphs 5.2 to 5.4 (inclusive) and 5.7.

## **6. Use of Off-shore Tax Structures**

6.1. The Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place any Prohibited Transactions, unless the Buyer otherwise agrees to that Prohibited Transaction.

- 6.2. The Supplier shall notify the Buyer in writing (with reasonable supporting detail) of any proposal for the Supplier, its Connected Companies, or a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall include reasonable supporting detail and make the notification within a reasonable time before the Prohibited Transaction is due to be put in place.
- 6.3. If a Prohibited Transaction is entered into in breach of Paragraph 6.1, or circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Buyer. The Parties shall agree (at no cost to the Buyer) any necessary changes to any such arrangements by the undertakings concerned (and the Supplier shall ensure that the Key Subcontractor shall agree, where applicable). The matter will be resolved using clause 34 of the Core Terms if necessary.
- 6.4. Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Paragraphs 6.2 and 6.3 shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

## **7. Data Protection and off-shoring**

- 7.1. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- 7.1.1. not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- 7.1.1.1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - 7.1.1.2. the Data Subject has enforceable rights and effective legal remedies;
  - 7.1.1.3. 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
  - 7.1.1.4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;
- 7.2. Failure by the Processor to comply with the obligations set out in Paragraph 7.1 shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

## **8. Commissioners for Revenue and Customs Act 2005 and related Legislation**

- 8.1. The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ("**CRCA**") to maintain the confidentiality of Government Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of those obligations may lead to a prosecution under Section 19 of CRCA.
- 8.2. The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in the Official Secrets Acts 1911 to 1989 and the obligations set out in Section 182 of the Finance Act 1989. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of those obligations may lead to prosecution under those Acts.
- 8.3. The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Deliverables. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.
- 8.4. The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Staff who will have access to, or are provided with, Government Data in writing of the obligations upon Supplier Staff set out in Paragraphs 8.1, 8.2 and 8.3. The Supplier shall monitor the compliance by Supplier Staff with such obligations.
- 8.5. The Supplier shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Buyer upon demand.
- 8.6. In the event that the Supplier or the Supplier Staff fail to comply with this Paragraph 8, the Buyer reserves the right to terminate the Contract as if that failure to comply were an event to which clause 10.4.1 of the Core Terms applies.

## Annex 1

### Excerpt from HMRC's "Test for Tax Non-Compliance"

#### *Condition one (An in-scope entity or person)*

1. There is a person or entity which is either: ("X")
  - 1) The Economic Operator or Essential Subcontractor (EOS)
  - 2) Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts*<sup>10</sup>;
  - 3) Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.

#### *Condition two (Arrangements involving evasion, abuse or tax avoidance)*

2. X has been engaged in one or more of the following:
  - a. Fraudulent evasion<sup>11</sup>;
  - b. Conduct caught by the General Anti-Abuse Rule<sup>12</sup>;
  - c. Conduct caught by the Halifax Abuse principle<sup>13</sup>;
  - d. Entered into arrangements caught by a DOTAS or VADR scheme<sup>14</sup>;

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<sup>10</sup> <https://www.iasplus.com/en/standards/ifrs/ifrs10>

<sup>11</sup> 'Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act.

<sup>12</sup> "General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions

<sup>13</sup> "Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others

<sup>14</sup> A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

- e. Conduct caught by a recognised ‘anti-avoidance rule’<sup>15</sup> being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. ‘Targeted Anti-Avoidance Rules’ (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
- f. Entered into an avoidance scheme identified by HMRC’s published Spotlights list<sup>16</sup>;
- g. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

*Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))*

- 3. X’s activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:

- i. In respect of (a), either X:
  - Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure<sup>17</sup>; or,
  - Has been charged with an offence of fraudulent evasion.
- ii. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
- iii. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
- iv. In respect of (f) this condition is satisfied without any further steps being taken.
- v. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

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<sup>15</sup> The full definition of ‘Anti-avoidance rule’ can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly.

<sup>16</sup> Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>

<sup>17</sup> The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.



## **Annex 2 Form**

### **CONFIDENTIALITY DECLARATION**

CONTRACT REFERENCE: [for Supplier to insert Contract reference number and contract date] (('the Agreement')

DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Government Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Government Data provided to me.

6.

SIGNED:
FULL NAME:
POSITION:
COMPANY:
DATE OF SIGNATURE:

