

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

## Order Form

ORDER REFERENCE: C23472

THE BUYER: Secretary of State for the Home Department

BUYER ADDRESS Home Office, 2 Marsham St, Fry Building on 6th floor, London, SW1 4DP

THE SUPPLIER: Leapwise Ltd

SUPPLIER ADDRESS: 20b Highbury Park, London, England, N5 2AB

REGISTRATION NUMBER: 09887339

DUNS NUMBER: 221267002

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 15/11/2021  
It's issued under the DPS Contract with the reference number **RM6126**

DPS FILTER CATEGORY(IES): - Not applicable

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### ORDER INCORPORATED TERMS

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6126**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
- 5.

#### Joint Schedules for **RM6126**

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

#### Order Schedules for **RM6126**

- Order Schedule 5 (Pricing Details)
6. CCS Core Terms (DPS version) v1.0.3
  7. Joint Schedule 5 (Corporate Social Responsibility) **RM6126**
  8. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

### ORDER SPECIAL TERMS

NOT USED

ORDER START DATE: **21/11/2022**

ORDER EXPIRY DATE: **27/03/2023**

ORDER INITIAL PERIOD: **18 weeks**

### DELIVERABLES

See details in Order Schedule 20 (Order Specification)]

### MAXIMUM LIABILITY

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

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£133,992.40** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here

**The Buyer reserves the right to not go ahead with Phase 2 as per order schedule 20 (specification)**

**ORDER CHARGES**

See details in Order Schedule 5 (Pricing Details)

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

**Home Office Shared Service Centre  
PO Box 5015  
Newport  
NP20 9BB**

Within [10] Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to

[finance-ap-enquiries@homeoffice.gov.uk](mailto:finance-ap-enquiries@homeoffice.gov.uk)

or by telephone **0845 0100122**

between 09:00-17:00 Monday to Friday.

**BUYER'S INVOICE ADDRESS:**

**Home Office Shared Service Centre  
PO Box 5015  
Newport  
NP20 9BB**

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

2 Marsham St, Peel Building, London, SW1 4DP

**BUYER'S ENVIRONMENTAL POLICY -NOT USED**

**BUYER'S SECURITY POLICY -NOT USED**

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

20B Highbury Park  
London  
N5 2AB

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

20B Highbury Park  
London  
N5 2AB

**PROGRESS REPORT FREQUENCY – AS PER SPECIFICATION**

**PROGRESS MEETING FREQUENCY – AS PER SPECIFICATION**

**KEY STAFF**

[REDACTED]

20B Highbury Park  
London  
N5 2AB

**KEY SUBCONTRACTOR(S) – Not applicable**

**E-AUCTIONS - Not applicable**

**COMMERCIALLY SENSITIVE INFORMATION - Not applicable**

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SERVICE CREDITS - Not applicable

ADDITIONAL INSURANCES - Not applicable

GUARANTEE - Not applicable

SOCIAL VALUE COMMITMENT - Not applicable

For and on behalf of the Supplier:		For and on behalf of the Customer:	
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
Date:	16 Nov 22	Date:	21/11/2022

## **DPS JOINT SCHEDULES**

## Joint Schedule 1 (Definitions)

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

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Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

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

<b>"Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
<b>"Additional Insurances"</b>	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>"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-amsupplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-amsupplier/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;



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<p><b>"Audit"</b></p>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"><li>verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract);</li><li>verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li><li>verify the Open Book Data;</li><li>verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li><li>identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li></ul>
	<ul style="list-style-type: none"><li>identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li><li>obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li><li>review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li><li>carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li><li>enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</li><li>verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</li></ul>

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<b>"Auditor"</b>	<ol style="list-style-type: none"><li>1. the Buyer's internal and external auditors;</li><li>2. the Buyer's statutory or regulatory auditors;</li><li>3. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li><li>4. HM Treasury or the Cabinet Office;</li><li>5. any party formally appointed by the Buyer to carry out audit or similar review functions; and</li><li>6. successors or assigns of any of the above;</li></ol>
<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>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
<b>"Buyer 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>"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;

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"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  Government Department;  Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  Non-Ministerial Department; or  Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority,
	would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;

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"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: <ul style="list-style-type: none"> <li>1 applicable Start Date; or</li> <li>2 the Effective Date until the applicable End Date;</li> </ul>
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: <ul style="list-style-type: none"> <li>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</li> </ul>

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	<p>i) base salary paid to the Supplier Staff; ii) employer’s National Insurance contributions; iii) pension contributions; iv) car allowances; any other contractual employment benefits; staff training; vii) work place accommodation; viii)work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <ul style="list-style-type: none"> <li>• costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</li> <li>• operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</li> <li>• Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but</li> </ul> <p>excluding:</p> <ul style="list-style-type: none"> <li>• Overhead;</li> <li>• financing or similar costs;</li> <li>• maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</li> <li>• taxation;</li> <li>• fines and penalties;</li> <li>• amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</li> <li>• non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ul>
<p><b>"Crown Body"</b></p>	<p>the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments</p>

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	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. " <b>Deliver</b> " and " <b>Delivered</b> " shall be construed accordingly;

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"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof
	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<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) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ol style="list-style-type: none"> <li>1. 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>2. is required by the Supplier in order to provide the Deliverables; and/or</li> </ol> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	a) the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);

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<b>"DPS Appointment Form"</b>	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
<b>"DPS Contract"</b>	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>"DPS Contract Period"</b>	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
<b>"DPS Expiry Date"</b>	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
<b>"DPS Incorporated Terms"</b>	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
<b>"DPS Initial Period"</b>	the initial term of the DPS Contract as specified in the DPS Appointment Form;
<b>"DPS Optional Extension Period"</b>	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
<b>"DPS Pricing"</b>	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
<b>"DPS Registration"</b>	the registration process a Supplier undertakes when submitting its details onto the Platform;
<b>"DPS SQ Submission"</b>	the Supplier's selection questionnaire response;
<b>"DPS Special Terms"</b>	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
<b>"DPS Start Date"</b>	the date of start of the DPS Contract as stated in the DPS Appointment Form;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"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;



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<b>"End Date"</b>	the earlier of:  a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or  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>"Estimated Year 1 Contract Charges"</b>	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
<b>"Estimated Yearly Charges"</b>	means for the purposes of calculating each Party's annual liability under clause 11.2 :  i) in the first Contract Year, the Estimated Year 1 Contract Charges; or  ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or  iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
<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>"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>"Expiry Date"</b>	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
<b>"Filter Categories"</b>	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
<b>"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;

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<p><b>"Force Majeure Event"</b></p>	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ol style="list-style-type: none"> <li>1. acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</li> <li>2. riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> </ol>
	<ol style="list-style-type: none"> <li>1. acts of a Crown Body, local government or regulatory bodies;</li> <li>2. fire, flood or any disaster; or</li> <li>3. an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:             <ol style="list-style-type: none"> <li>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</li> <li>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned;</li> </ol> <p style="text-align: right;">and</p> </li> </ol> <p>any failure of delay caused by a lack of funds;</p>
<p><b>"Force Majeure Notice"</b></p>	<p>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;</p>
<p><b>"GDPR"</b></p>	<p>i) the General Data Protection Regulation (Regulation (EU) 2016/679);</p>
<p><b>"General Anti-Abuse Rule"</b></p>	<p>b) the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
<p><b>"General Change in Law"</b></p>	<p>a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;</p>
<p><b>"Goods"</b></p>	<p>a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;</p>
<p><b>"Good Industry Practice"</b></p>	<p>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;</p>

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<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:  i) are supplied to the Supplier by or on behalf of the Authority; or
	the Supplier is required to generate, process, store or transmit pursuant to a Contract;
<b>"Government Procurement Card"</b>	the Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/governmentprocurement-card--2">https://www.gov.uk/government/publications/governmentprocurement-card--2</a> ;
<b>"Guarantor"</b>	i) 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 Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;

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<p><b>"Impact Assessment"</b></p>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ol style="list-style-type: none"> <li>1. 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>2. details of the cost of implementing the proposed Variation;</li> <li>3. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>4. a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> </ol> <p>such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
<p><b>"Implementation Plan"</b></p>	<p>the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;</p>
<p><b>"Indemnifier"</b></p>	<p>a) a Party from whom an indemnity is sought under this Contract;</p>
<p><b>"Independent Control"</b></p>	<p>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;</p>
<p><b>"Indexation"</b></p>	<p>the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;</p>
<p><b>"Information"</b></p>	<p>has the meaning given under section 84 of the Freedom of Information Act 2000;</p>
<p><b>"Information Commissioner"</b></p>	<p>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;</p>
<p><b>"Initial Period"</b></p>	<p>the initial term of a Contract specified on the Platform or the Order Form, as the context requires;</p>

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<b>"Insolvency Event"</b>	<ol style="list-style-type: none"><li>1. in respect of a person:</li><li>2. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</li></ol> <ol style="list-style-type: none"><li>1. a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</li><li>2. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</li><li>3. an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</li><li>4. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</li><li>5. being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</li><li>6. where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</li></ol> <p>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
<b>"Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	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

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	<p>business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <ol style="list-style-type: none"> <li>1. 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>2. all other rights having equivalent or similar effect in any country or jurisdiction;</li> </ol>
<b>"Invoicing Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	a) 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>	<p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p><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></p>
<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 Personnel"</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> <ol style="list-style-type: none"> <li>1. which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>2. 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>3. with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</li> </ol>

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<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>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<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>"Man Day"</b>	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Man Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
<b>"Management Information"</b>	the management information specified in DPS Schedule 5 (Management Levy and Information);
<b>"Management Levy"</b>	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
<b>"Marketing Contact"</b>	shall be the person identified in the DPS Appointment Form;
<b>"MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period;
<b>"MI Failure"</b>	means when an MI report: <ol style="list-style-type: none"> <li>1. contains any material errors or material omissions or a missing mandatory field; or</li> <li>2. is submitted using an incorrect MI reporting Template; or</li> </ol> is not submitted by the reporting date (including where a declaration of no business should have been filed);
<b>"MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);

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<b>"MI Reporting Template"</b>	a) means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	an event or task described in the Mobilisation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Mobilisation 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 National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>"New IPR"</b>	<ol style="list-style-type: none"> <li>1. 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>2. IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;</li> </ol>
<b>"Occasion of Tax Non – Compliance"</b>	<p>where:</p> <ol style="list-style-type: none"> <li>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ol 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; 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> </ol> </li> </ol> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>



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<p><b>"Open Book Data"</b></p>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <ol style="list-style-type: none"> <li>1. the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</li> <li>2. operating expenditure relating to the provision of the Deliverables including an analysis showing:             <ol style="list-style-type: none"> <li>1. the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>2. manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)</li> </ol> </li> </ol>
	<p>together with a list of agreed rates against each manpower grade;</p> <ol style="list-style-type: none"> <li>1. a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>2. Reimbursable Expenses, if allowed under the Order Form; c) Overheads;             <ol style="list-style-type: none"> <li>1. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> <li>2. the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</li> <li>3. 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>4. 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> </ol> </li> </ol> <p>the actual Costs profile for each Service Period;</p>
<p><b>"Order"</b></p>	<p>a) means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;</p>
<p><b>"Order Contract"</b></p>	<p>b) the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;</p>
<p><b>"Order Contract Period"</b></p>	<p>the Contract Period in respect of the Order Contract;</p>
<p><b>"Order Expiry Date"</b></p>	<p>the date of the end of an Order Contract as stated in the Order Form;</p>

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"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
"Personal Data"	has the meaning given to it in the GDPR;

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<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Platform"</b>	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Processing"</b>	has the meaning given to it in the GDPR;
<b>"Processor"</b>	has the meaning given to it in the GDPR;

<b>"Processor Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

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<b>“Prohibited Acts”</b>	<ol style="list-style-type: none"><li>1. 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:<ol style="list-style-type: none"><li>1. induce that person to perform improperly a relevant function or activity; or</li><li>2. reward that person for improper performance of a relevant function or activity;</li></ol></li><li>2. 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>3. committing any offence:<ol style="list-style-type: none"><li>1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li><li>2. under legislation or common law concerning fraudulent acts; or</li><li>3. defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or 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></ol></li></ol>
<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 DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;
<b>“Recall”</b>	a) a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
<b>“Recipient Party”</b>	the Party which receives or obtains directly or indirectly Confidential Information;

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<p><b>"Rectification Plan"</b></p>	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <p>full details of the Default that has occurred, including a root cause analysis;</p> <p>the actual or anticipated effect of the Default; and</p> <p>the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
<p><b>"Rectification Plan Process"</b></p>	<p>the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);</p>
<p><b>"Regulations"</b></p>	<p>a) the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);</p>
<p><b>"Reimbursable Expenses"</b></p>	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>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 subsistence expenses incurred by Supplier Staff whilst performing</p> <p>the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
<p><b>"Relevant Authority"</b></p>	<p>the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;</p>
<p><b>"Relevant Authority's Confidential Information"</b></p>	<ul style="list-style-type: none"> <li>• 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);</li> <li>• 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</li> </ul>
	<p>c) information derived from any of the above;</p>
<p><b>"Relevant Requirements"</b></p>	<p>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;</p>

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<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 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement 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>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>"Schedules"</b>	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

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<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<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 DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
<b>"Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or 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>	a) any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
<b>"Standards"</b>	any: 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; standards detailed in the specification in DPS Schedule 1 (Specification);

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	<p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>relevant Government codes of practice and guidance applicable from time to time;</p>
<b>"Start Date"</b>	<p>in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;</p>
<b>"Statement of Requirements"</b>	<p>a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;</p>
<b>"Storage Media"</b>	<p>the part of any device that is capable of storing and retrieving data;</p>
<b>"Sub-Contract"</b>	<p>any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party:</p> <p>provides the Deliverables (or any part of them);</p> <p>provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
<b>"Subcontractor"</b>	<p>any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;</p>
<b>"Subprocessor"</b>	<p>a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;</p>
<b>"Supplier"</b>	<p>the person, firm or company identified in the DPS Appointment Form;</p>
<b>"Supplier Assets"</b>	<p>all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;</p>
<b>"Supplier Authorised Representative"</b>	<p>the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;</p>
<b>"Supplier's Confidential Information"</b>	<ol style="list-style-type: none"> <li>1. 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>2. 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> </ol> <p>Information derived from any of (a) and (b) above;</p>



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<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>"Supplier Equipment"</b>	a) the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
<b>"Supplier Non-Performance"</b>	where the Supplier has failed to: <ol style="list-style-type: none"> <li>1. Achieve a Milestone by its Milestone Date;</li> <li>2. provide the Goods and/or Services in accordance with the Service Levels ; and/or comply with an obligation under a Contract;</li> </ol>
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	a) 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>"Supply Chain Information Report Template"</b>	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
<b>"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 or Deliverables from their requirements as set out in an Order Contract;

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<b>"Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests and Testing"</b>	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and <b>"Tested"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	a) 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>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –  1. any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and  2. 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 Order Schedule 1 (Transparency Reports);
<b>"Variation"</b>	has the meaning given to it in Clause 24 (Changing the 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-policynote-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and

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<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.
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## Joint Schedule 2 (Variation Form)

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

Contract Details	
This variation is between:	<b>[delete]</b> as applicable: CCS / Buyer] (" <b>CCS</b> " " <b>the Buyer</b> ") And <b>[insert]</b> name of Supplier] (" <b>the Supplier</b> ")
Contract name:	<b>[insert]</b> name of contract to be changed] (" <b>the Contract</b> ")
Contract reference number:	<b>[insert]</b> contract reference number]
Details of Proposed Variation	
Variation initiated by:	<b>[delete]</b> as applicable: CCS/Buyer/Supplier]
Variation number:	<b>[insert]</b> variation number]
Date variation is raised:	<b>[insert]</b> date]
Proposed variation	
Reason for the variation:	<b>[insert]</b> reason]
An Impact Assessment shall be provided within:	<b>[insert]</b> number] days
Impact of Variation	
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: <b>[CCS/Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]
Financial variation:	Original Contract Value: £ <b>[insert]</b> amount]
	Additional cost due to variation: £ <b>[insert]</b> amount]
	New Contract value: £ <b>[insert]</b> amount]

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]

Words and expressions in this Variation shall have the meanings given to them in the Contract.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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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)

### 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 an Order 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 DPS 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 Order 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.

### 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.

### **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.

### **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.

### **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.

### **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 nonrenewal 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.

### **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

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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 DPS Start Date in accordance with this Schedule:

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

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

## Joint Schedule 10 (Rectification Plan)

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

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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)

### Definitions

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

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

### Status of the Controller

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

“Controller” in respect of the other Party who is “Processor”;

“Processor” in respect of the other Party who is “Controller”;

“Joint Controller” with the other Party;

“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

- 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.
- The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 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 systematic description of the envisaged Processing and the purpose of the Processing;
  - an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

an assessment of the risks to the rights and freedoms of Data Subjects; and

the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

- The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

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;

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:

nature of the data to be protected;

harm that might result from a Personal Data Breach;

state of technological development; and

cost of implementing any measures;

ensure that :

the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));

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:

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*);

are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

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

have undergone adequate training in the use, care, protection and handling of Personal Data;

not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

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;

the Data Subject has enforceable rights and effective legal remedies;

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

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

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.

- Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
  - receives a Data Subject Access Request (or purported Data Subject Access Request);
  - receives a request to rectify, block or erase any Personal Data;
  - receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - 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
  - becomes aware of a Personal Data Breach.
- The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or

request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

the Controller with full details and copies of the complaint, communication or request;

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;

the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

assistance as requested by the Controller following any Personal Data Breach; and/or

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.

- 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:

the Controller determines that the Processing is not occasional;

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

the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

- The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

notify the Controller in writing of the intended Subprocessor and Processing;

obtain the written consent of the Controller;

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

provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.



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- The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 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).
- 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**

- 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**

- 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.
- 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.
- Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 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.
- The Parties shall only provide Personal Data to each other:

to the extent necessary to perform their respective obligations under the Contract;

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

where it has recorded it in Annex 1 (*Processing Personal Data*).

- 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.
- 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.
- 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”**):

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

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:

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

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.

- 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:

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do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

implement any measures necessary to restore the security of any compromised Personal Data;

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

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.

- 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*).
- 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*).
- Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data

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

The contact details of the Relevant Authority's Data Protection Officer are: **TBC**  
 Contact details]

The contact details of the Supplier's Data Protection Officer are: Nicky Kerr,  
 dpo@bi.team

The Processor shall comply with any further written instructions with respect to Processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><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>13. Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li><i>14. Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i></li> <li><i>15. Contact details and opinions expressed by academics with whom the Supplier is in contact during the performance of the Supplier's duties under the Contract. i</i></li> </ul>
Duration of the Processing	<i>Until 30 October.</i>

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Nature and purposes of the Processing	<i>Retrieval, recording, analysis, storage for the purposes of gathering information in order for the Supplier to perform its duties under the Contract.</i>
Type of Personal Data	<i>Name, contact details, workplace, job title, opinions expressed.</i>
Categories of Data Subject	<i>Staff of Relevant Authority, academic contacts of the Supplier.</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>Both Supplier and Relevant Authority acting as independent controllers and destruction of personal data will be subject to their respective data retention policies.</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 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 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:

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;

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;

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;

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

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/Relevant Authority'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.

### **Undertakings of both Parties**

The Supplier and the Relevant Authority each undertake that they shall:

report to the other Party every 2 months on:

the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

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;

any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

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;

notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);

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;

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;

request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;

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;

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:

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are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;

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

have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:

nature of the data to be protected;

harm that might result from a Personal Data Breach;

state of technological development; and

cost of implementing any measures;

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

ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

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.

### **Data Protection Breach**

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:

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

all reasonable assistance, including:

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;



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;

co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or

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.

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:

- i. the nature of the Personal Data Breach;
- ii. the nature of Personal Data affected;
- iii. the categories and number of Data Subjects concerned;
- iv. the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- v. measures taken or proposed to be taken to address the Personal Data Breach; and
- vi. describe the likely consequences of the Personal Data Breach.

## **Audit**

The Supplier shall permit:

the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority'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

the Relevant Authority, or a third-party auditor acting under the Relevant Authority'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.

The Relevant Authority 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.

### **Impact Assessments**

The Parties shall:

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

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.

### **ICO Guidance**

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

### **Liabilities for Data Protection Breach**

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

- i. if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority 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 Relevant Authority 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;

- ii. 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 Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority 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
- iii. if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority 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).

If either the Relevant Authority 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.

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

1. if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
2. if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
3. if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority 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 Relevant Authority.

### **Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority 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*).

### **Sub-Processing**

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

1. 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
2. ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

### **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 5 (Corporate Social Responsibility)

### What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### Equality and Accessibility

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

### Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
  - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
  - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

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

## **Income Security**

### **4.1 The Supplier shall:**

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about

the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4 not make deductions from wages:

1. as a disciplinary measure
2. except where permitted by law; or
3. without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff;  
and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## **Working Hours**

5.1 The Supplier shall:

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

5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime is used responsibly, taking into account:

the extent;  
frequency; and  
hours worked;

by individuals and by the Supplier Staff as a whole;

- The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
  - this is allowed by national law;
  - this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
  - appropriate safeguards are taken to protect the workers' health and safety; and
  - the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

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- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

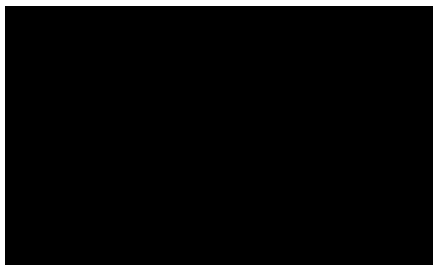
### **Sustainability**

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

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

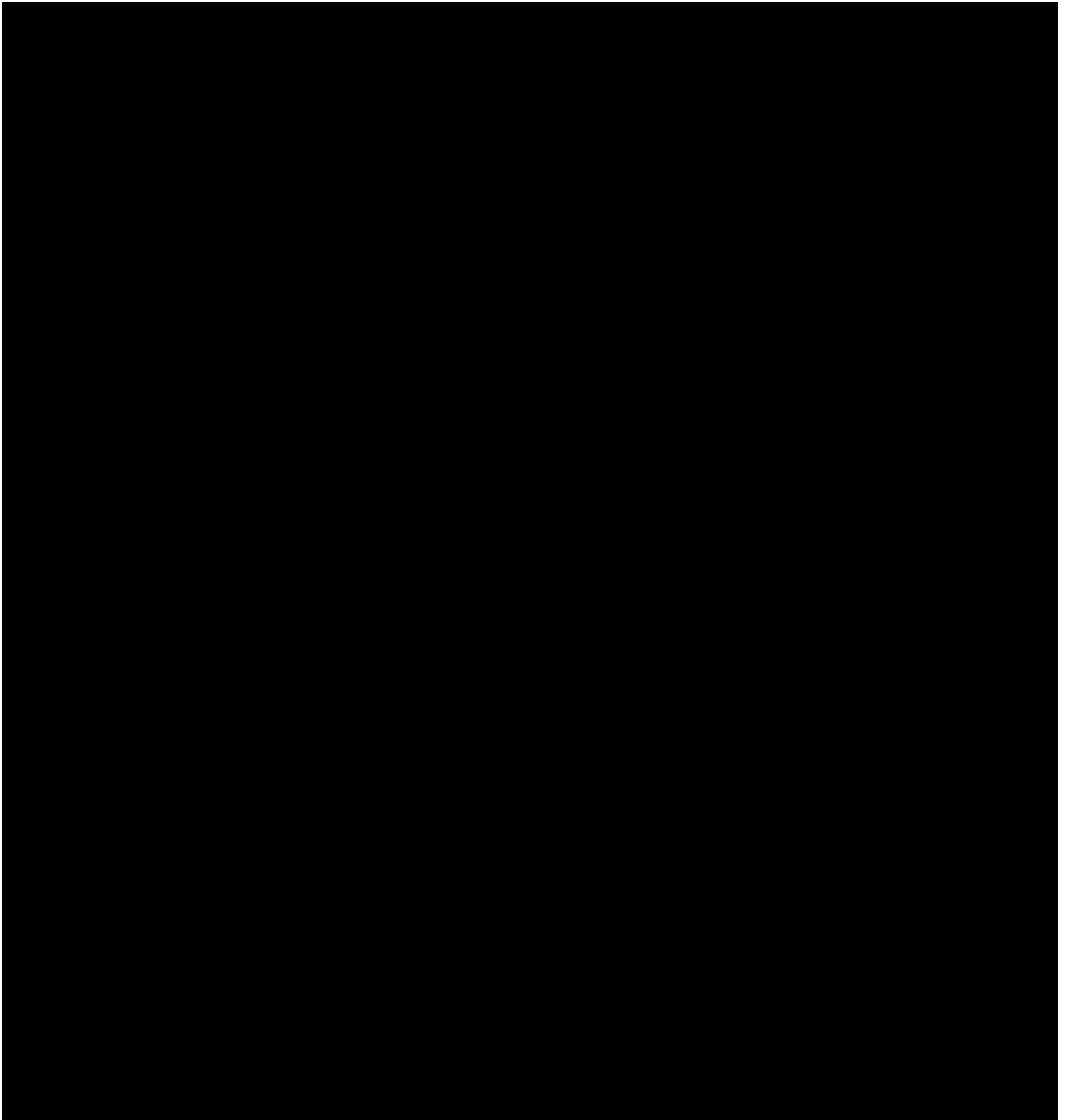


## **Order Schedule 4 (Order Tender)**



## Order Schedule 5 (Pricing Details)

### Appendix E - Pricing Schedule



## Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

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## **PURPOSE**

- We wish to undertake a feasibility exercise to consider the viability, potential impact, and costs/benefits of a range of options designed to improve the quality, consistency and professionalism of executive support provided by local authorities to Police and Crime Panels (PCPs). The Provider will be expected to identify these options and undertake the appraisal.
- Our policy aims and intentions are:
  - II. to improve the quality, consistency and professionalism of executive support provided by local authorities to PCPs.
  - III. to understand what improvements and efficiencies could be made to the current model of PCP support, in order to achieve the policy intentions above.
  - IV. to understand the viability of alternative models of PCP support, for example pooling the knowledge and expertise of local authority PCP Support Officers into a single secretariat for each region, thus increasing the understanding and utilisation of good practice.
  - V. to understand whether savings or efficiencies could be realised within the existing model of PCP support, or alternatively whether a different model could be more cost effective.
- We require the Provider to produce a long list of options to realise the policy intention, which would then be narrowed down to 3 to 5 viable options, together with Home Office input. The short list of 3 to 5 options would then be appraised by the Provider, with Home Office input, and prioritised before being subject to Ministerial agreement

## **BACKGROUND TO THE CONTRACTING AUTHORITY**

- The Police Strategy and Reform Unit (PSRU) is responsible for setting the strategic direction for policing policy through oversight of the National Policing Board (NPB) and the Home Secretary's policing priorities, alongside leading on policing governance, scrutiny and accountability, police inspection policy, blue light collaboration and mayoral devolution.
- PSRU are one of six teams within the Home Office's Policing Policy Directorate, who collectively ensure the policing sector has the right powers, tools, governance, and scrutiny in place to be able to protect the public and meet their statutory obligations.
- The Policing Policy Directorate sits within the Home Office's Public Safety Group's (PSG), whose mission is to keep the public safe by cutting crime, including by disrupting the highest harm criminals, tackling its drivers, bringing criminals to justice and protecting the vulnerable.

## BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- Police and Crime Commissioners (PCCs) ensure the policing needs of local communities are met as effectively as possible and oversee how crime is tackled in local force areas. The government is committed to ensuring PCCs are accountable to the communities they serve and are strong, visible leaders in the fight against crime. PCCs are elected to hold local police forces to account for delivering the kind of policing the public want to see.
- Beyond policing, PCCs take a lead role in driving collaboration with other emergency services to deliver more effective services and better value for money, as well as building partnerships to address wider crime and criminal justice issues. Since their introduction, the role of PCCs has also developed to include commissioning victim and witness services.
- Police and Crime Panels (PCPs) perform a vital non-executive scrutiny function, providing both support and challenge to PCCs on the exercise of their functions, acting as a critical friend. PCPs therefore represent a key part of the police governance model, ensuring that PCCs remain accountable for their decisions to those who elected them. They improve transparency, ensuring information is available to the electorate and enabling the public to make an informed decision at the ballot box.
- The 43 territorial police forces across England and Wales consist of 39 Police and Crime Commissioners (PCCs), two Combined Authority Mayors, the Mayor of London and the City of London Police Authority. All police areas in England and Wales, with the exception of those covering the London area, are required to maintain a PCP.
- There are therefore 41 PCPs across England and Wales, who have either a PCC or a Combined Authority Mayor with PCC functions overseeing the police force in their area. There are also currently four force areas where PCCs have taken on responsibility for fire and rescue services in their area, and panels in those areas are known as Police, Fire and Crime Panels (PFCPs).
- The PCP support function is currently hosted by designated local authorities, which are situated within the police areas represented by the panels and known as 'host' local authorities. They are responsible for providing support to panels to enable them to hold meetings and carry out their scrutiny functions. This responsibility extends to the provision of administrative, legal, and financial support. The statutory duties incumbent on both PCPs and 'host' local authorities are set out in the Police Reform and Social Responsibility Act 2011.
- In practice, a 'host' local authority will employ a Support Officer(s) to provide secretarial support to the PCP. The Support Officer will be responsible for a range of executive support, research, and administrative functions, including preparing panel sessions, preparing documentation, and minuting meetings.
- Over the course of 2020 and 2021, the Home Office undertook a two-part internal review into the role of PCCs, designed to deliver on the Government's manifesto commitment to strengthening the accountability of PCCs and expanding their role. Whilst the review was conducted internally, the

conclusions relating to parts one and two were announced through written ministerial statements (WMS) made by the Home Secretary to parliament:

[Concluding Part One of the Police and Crime Commissioner Review](#) (16<sup>th</sup> March 2021)

[Update on Part Two of the Police and Crime Commissioner Review](#) (7<sup>th</sup> March 2022)

- One of the recommendations arising from the second part of the review committed the Home Office to exploring options to improve the professionalism, quality and consistency of the support provided to PCPs, with one potential option cited as a “regional model” of support.
- Evidence gathered throughout part one of the PCC Review suggested there is significant variation in the breadth and depth of the role of PCP Support Officers. A survey conducted by Deloitte, under Home Office commission, found that of the Support Officers engaged, the majority dedicated only a partial amount of their time to PCPs, with a small number of individuals committing all of their time to supporting their Panel. Of the 29 respondents to the survey, 18 PCPs reported having a dedicated support officer, but the overall time spent supporting the panel in each case varied significantly.
- In the same survey mentioned above, there was also reportedly significant inconsistency in the responsibilities of the roles across local authorities, with some undertaking only basic secretarial tasks and others providing more dedicated, holistic support to PCPs.
- The inquiry report produced by Deloitte suggested that where PCPs have dedicated Support Officers (as opposed to those whose main role within the host local authority is in a different service area), PCPs are able to deliver more effective scrutiny – because Support Officers can facilitate additional Panel activities.
- The Home Office provide annual grant funding of £53,300 for support and running costs per PCP, with those in Wales being given additional funding of £5,715 for translation costs. Additional funding of £920 per panel member per year is added to the total grant for each panel for expenses.
- Due to minimum and maximum restrictions on the membership of PCPs, the total grant funding envelope for each panel is dependent on the size of their membership, with panels ranging from 12 to 20 members.

## DEFINITIONS

Expression or Acronym	Definition
The Provider / Supplier	The organisation appointed by the Home Office to lead this feasibility exercise.
PCP	Police and Crime Panel
PFCP	Police, Fire and Crime Panel
PCC	Police and Crime Commissioner
PFCC	Police, Fire and Crime Commissioner
CC	Chief Constable

PSRU	Police Strategy and Reform Unit
LGA	Local Government Association
HO	Home Office
WMS	Written Ministerial Statement
CfE	Call for Evidence

## SCOPE OF REQUIREMENT

- The Home Office requirement is for a comprehensive feasibility assessment of options that could improve the quality, consistency and professionalism of support provided by Local Authorities to PCPs. This requires the following to be delivered:

**Narrative evidence review** – a desktop review of the literature from Government, alongside research bodies and “think tanks”, into PCPs, and how the model has developed since 2012. This review should cover any available evidence relevant to the policy intent listed above.

**Stakeholder engagement** – liaison with Home Office policy leads on the direction of travel for the project. An engagement workshop will also be required with external stakeholders from Police and Crime Panels and/or Local Authorities, with support from the Home Office.

**Data collection** – responsibility for collecting data from both Government sources and external bodies. The Provider will be required to return this data to the Home Office following the conclusion of the commission.

**Supporting analysis** – analyse the qualitative and quantitative information gathered to produce a long list of options to realise the policy intention. The long list would subsequently be narrowed down to a short list of 3 to 5 viable options, together with Home Office input.

**Appraisal** – the Provider will be expected to appraise the feasibility of the 3 to 5 agreed options, for example through a cost benefit analysis, SWOT analysis, and risk assessment. Due consideration should also be given to the likely political, economic, social, and geographical impact of any new model of PCP support.

**Recommendations** – an end of stage report will be presented to the Home Office, which will include appraisal of 3 to 5 viable options for improving the PCP support function. The report will present the Home Office with a series of recommendations.

- By producing a range of appraised options, the supplier will enable an internal policy discussion into the best and most effective way forward, which will be subject to Ministerial agreement. This is a time sensitive piece of work, with delivery required by February 2022.

- The scope will not extend into the governance or accountability mechanisms for PCCs, nor will the scope extend into modifying the geographical boundaries of individual police force areas in any way. Any research, analysis or recommendations relating to the viability of improved or alternative models of PCP support will only be applicable to PCPs and their scrutiny function.



## THE REQUIREMENT

- A detailed description of the requirement and Contract deliverables is provided below. The Home Office requires that the approach and/or methodology is split into two parts, as per blow:

### **1. ANALYSIS PHASE – identification and analysis of the viability, impact, and costs/benefits associated with options to improve the quality, consistency and professionalism of support provided to panels. The anticipated duration of this phase is 3 months.**

- Fortnightly catchups with Home Office policy lead, alongside a mid-project and end-of-project review meeting with senior policy leads.
- Engage with relevant Home Office stakeholders to assess the existing model and PCP support function, including how PCPs play into the wider landscape of policing governance. An engagement workshop will also be required with external stakeholders from Policing and/or Local Authority sectors, with support from the Home Office.
- Desk-based research into existing evidence base, including information regarding the PCC Review and associated Call for Evidence (CfE), which will be supplied to the Provider by the Home Office. The provider will be expected to source further publicly available data, evidence and information. The provider will be expected to establish an evidence base and supporting narrative, to arrive at a series of recommended options.
- Data collection from both Government sources and external bodies, to inform the evidence base and analysis. The Provider will be required to return this data to the Home Office following the conclusion of the commission.
- Analysis into the viability of improved or alternative models of PCP support, with initial consideration given to the feasibility of a long list of options. Variations or improvements to the current model of PCP support should be included alongside alternative and novel approaches. The long list would subsequently be narrowed down to a short list of 3 to 5 viable options, together with Home Office input.
- Within the analysis, the Provider will be expected to consider and evaluate alternative 'regional' models of PCP support, which would likely entail the grouping of multiple PCP support functions to form a region, within which one local authority would host a secretariat. This secretariat would provide support services to all PCPs within the region. The Provider is encouraged to explore creative and innovative solutions to the policy proposal.
- Related to the point above, the analysis will be expected to consider whether alternative models of regional governance already exist, across both the policing sector specifically and the public sector more widely. In analysing alternative approaches to PCP support, particularly comparable regional models and/or scrutiny models, researchers should consider strengths and

weaknesses, and transferability, including what could be gleaned and adapted for the purposes of PCP support and ‘best practice examples.

- As far as possible, any potential grouping of PCP support functions would ideally create regions which are broadly consistent across a range of common factors, whilst not also creating regions which are arbitrarily constructed, without true regional identity.
- The provider will be expected to host a ‘red-teaming’ policy development session, to test and shape the emerging options and recommendations, including the proposed approach and methodology, seeking the views of relevant Home Office policy leads. This will include a deeper dive into the rationale for an improved or alternative model of PCP support, and how this might be achieved through a range of options.
- As specified above, the appraisal will be expected to include a cost-benefit analysis, including for example a SWOT analysis, and risk assessment of 3 to 5 viable delivery options for an improved or alternative model of PCP support. The opportunities, benefits, financial costs, and any other barriers to implementation should be considered. Due consideration should also be given to the likely political, legislative, economic, social and geographical impact of any new model of PCP support, alongside variances between individual police force areas (and therefore between individual PCPs).
- Included within this stage would be an analysis of how the current model delivers Value for Money, and how the current grant envelope could be improved, optimised or rationalised, without the Home Office needing to implement an improved or alternative PCP support model. No additional funding is available from the Home Office, so all proposals need to remain within the current funding grant envelope (£2.7m). All appraised options must demonstrate that they meet the requirements set out in the Government’s “Green Book”, issued by HM Treasury and published on GOV.UK, on how to appraise policies, programmes and projects.
- Further financial considerations are required, including cost-saving measures under the current and future funding model(s), and whether an alternative model of regional funding or grant allocation would be more optimal from a cost perspective. For example, whether it would be desirable for the Home Office to make certain prescriptions on local authority spending under a new model of PCP support e.g., staffing levels.
- Towards the end of this phase, the provider will also be expected to host a skills sharing session, to explain the analysis underpinning the approach, share the evidence and data collected with Home Office officials, and bring policy leads up to speed as necessary.
- End of stage inquiry report and analysis of 3 to 5 recommended options to be presented to Home Office. The provider will be expected to share and explain all underpinning analysis with the Home Office. The report should be presented in an engaging and accessible way, but it will remain an internal Home Office document.

**2. DESIGN PHASE – contingent upon home office consideration and approval of a desired delivery option, this phase would be a more detailed piece of work to design and implement a recommended improved or alternative pcp support model. The anticipated duration of this phase is 3 months.**

- A timeline for implementation and delivery, with the possibility that the timeline will be driven by the requirement for the Home Office to implement new primary legislation.
- Dependent on the agreed approach, we would require a detailed breakdown on the improved or alternative model, and a deeper dive into how this would work in practice. We anticipate the provider taking a business case approach at this stage, in order to justify the anticipated opportunities, benefits, risks and costs for the improved or alternative mode.
- A research exercise to determine how funding could be allocated in the most efficient and effective way possible in the improved or alternative model, yet to be identified. In addition, the provider should consider whether the Home Office grant stream should continue to be awarded in arrears (rather than upfront). Note that any recommendations relating to the grant stream would be subject to existing arrangements between the Home Office and HM Treasury, as set out in the Spending Review 2021.
- Work with Home Office to consider legislative implications of the recommended delivery option, and consider how/if the improved or recommended model could be refined or amended at a later date, to suit changing circumstances.
- The provider would also be asked to consider how any potential cost-saving measures could be redirected towards further improving local scrutiny arrangements.
- The provider should be aware that the 'design phase' above is very much dependent on the outcome of the 'analysis phase', and the Home Office would expect to refine and provide further detail to the scope following the outcomes of the first phase. The Home Office would also reserve the right to end or pause the commission following the outcomes of the 'analysis phase'.
- The provider will be expected to work independently, around fortnightly catchups with the Home Office policy lead. To ensure an independent assessment, the Home Office expects the provider to exercise a large degree of autonomy and where further information, resources or guidance are required by the provider, the Home Office expects the provider to adopt realistic expectations regarding the desired timeframes for response.
- In terms of skills transfer requirements, the provider will be expected to host a 'red-teaming' policy development session to test and shape the emerging options and recommendations, including the proposed approach and methodology, ensuring a range of Home Office policy leads can share their views and perspectives. The provider will also be expected to host a 'skill sharing session', to explain the analysis underpinning the approach and/or methodology to the Home Office team. These sessions are expected to be delivered in workshop format over MS Teams.

There are no functionality, compatibility or acceptance testing requirements included.

The Statement of Requirement is not written to favour a particular approach, brand, and/or Supplier.

## KEY MILESTONES AND DELIVERABLES

- The following Contract milestones/deliverables shall apply to the 'Analysis Phase', as detailed above:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	<ul style="list-style-type: none"> <li>Agree project plan</li> <li>Project kick-off meeting</li> <li>Engagement with policy officials.</li> </ul>	Within week 2
2	Engagement with external stakeholders  Data collection, research into the evidence base, and analysis to inform a long list of options  Narrow down a shortlist of 3 to 5 viable options, which could be feasibly implemented.	Within week 4
3	Mid-stage project review  Appraisal and evaluation of viable delivery options, incl. cost benefit analysis, risk assessment, etc.  Host a 'red-teaming' session to test/pilot delivery options	Within week 8
4	<ul style="list-style-type: none"> <li>Host a skills-sharing session to explain the underpinning analysis.</li> <li>Present detailed inquiry report and analysis for Home Office sign-off, including recommended delivery options.</li> </ul>	Within week 12

## MANAGEMENT INFORMATION/REPORTING

- The provider is required to provide a fortnightly status report notifying the Home Office of any specific issues and risks to completing the project, including issues and risks which will incur costs or create delay. This is not intended to cover matters relating to the provider's early findings or considerations.

- In addition, the provider is required to provide an inquiry report, including a range of recommended delivery options with supporting analysis, at the end of the 'analysis' phase.

## **VOLUMES**

NOT USED

## **CONTINUOUS IMPROVEMENT**

- The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- The Supplier should present new ways of working to the Home Office during fortnightly Contract review meetings.
- Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

## **SUSTAINABILITY**

- There will be no expectation for travel to/from the Home Office's Marsham Street address. All business is expected to be conducted over MS Teams.

## **QUALITY**

- The Provider is expected to have regard to the Government's guidance on how to appraise and evaluate policies, project and programmes, called "The Green Book", ensuring that the deliverables meet the requirements and expectations set out in the following chapters: Chapter 3 on The Overarching Policy Framework, Chapter 4 on Generating Options and Long-list Appraisal, Chapter 5 on Shortlist Options Appraisal and Chapter 6 on Valuation of Costs and Benefits.
- The inquiry report assessment provided to the Home Office must clearly set out:
  - II. a considered range of viable options for regionalising the PCP support function, with due consideration given to cost, opportunities, risks; including how each option would improve the quality, consistency and professionalism of support provided by local authorities to PCPs.
  - III. any elements of the inquiry they have been unable to investigate properly, due to lack of engagement from relevant parties.
  - IV. if there have been any elements of the inquiry that they have been unable to form a view on, and the rationale for this.
  - V. how the provider has reached their view, supplemented with appropriate backing information to enable the Home Office to understand their considerations and how they reached their conclusions.

## **PRICE**

- The Home Office require the Potential Bidder to price the services in two parts, mapped against the 'analysis phase' and 'delivery phase' mentioned above. The anticipated price range for both phases combined is £120,000 to £140,000 with the

bulk of the costs (up to circa 60%) expected to be utilised for the first ‘analysis’ phase of the requirement.

- The Potential Bidder is expected to cost each phase respectively and if possible, provide a range of pricing options for each phase in the “Pricing Schedule”. The provider is also reminded that the second phase (‘delivery’) is contingent upon the Home Office reaching an agreement to move forward with one of the options arising from the first phase (‘analysis’). As such, the scope of the second phase may subsequently need to be refined or amended, in consultation with the Home Office, in due course.

- Prices are to be submitted via the e-Sourcing Suite Appendix E – Pricing Schedule excluding VAT and including all other expenses relating to Contract delivery.

## **STAFF AND CUSTOMER SERVICE**

- The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- The Home Office is not prescribing required steps for the completion of the project over and above what is described here in the Scope of Requirement. However, the provider must ensure that the approach or methodology is:
  - **Robust** – the provider must ensure they are satisfied with the accuracy of any information provided to them in making their decision and any final documentation provided to the Home Office.
  - **Transparent** – the Freedom of Information Act and any subordinate legislation made under the Act, and any guidance issued by the Information Commissioner, shall be complied with where applicable.
  - **Neutral and drawing upon professional expertise** – the expert(s) involved in undertaking the inquiry must not have an interest in the outcome of the proposal. In addition, the expert(s) involved must not be acting in a political role or have affiliations with the parties to the proposal such as to undermine their ability to provide an unbiased, professional assessment or undermine the credibility of their assessment.
  - **Timely** – the inquiry must meet the timelines as set out here in the Statement of Requirement.
- The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- The Supplier shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## **SERVICE LEVELS AND PERFORMANCE**

- The Authority will measure the quality of the Supplier’s delivery by:

KPI/SLA	Service Area	KPI/SLA description	Deadline Date	Target

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

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2	Project initiation meeting	Supplier will require a virtual or face-to-face Initiation Meeting with the Customer to discuss the requirement.		100%
3	Stakeholder engagement	Engagement with Home Office officials, including hosting a “red teaming” session, and engagement with external stakeholders		100%
4	Analysis and research	Analyse the qualitative and quantitative information gathered to produce a long list of options		100%
5	Data collection	From both Government and external data sources		100%
6	Appraisal	Appraise the feasibility of the 3 to 5 agreed options		100%
7	Report and recommendations	Detailed appraisal of appraisal of 3 to 5 viable options for improving the PCP support function		100%

As detailed above, the Home Office reserves the right to pause or cease the commission following the outcomes of the first phase of work, i.e., the ‘analysis phase’.

## SECURITY AND CONFIDENTIALITY REQUIREMENTS

- There will not be a requirement for vetting or accreditation of the Supplier’s staff or systems.
- This Statement of Requirement should be kept confidential and not shared further with any third parties. Similarly, the Supplier will be expected to keep all information relating to the contract as confidential and non-disclosable.

## **PAYMENT AND INVOICING**

- Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- Invoices should be submitted to: [HOSupplierinvoices@homeoffice.gov.uk](mailto:HOSupplierinvoices@homeoffice.gov.uk) with [daniel.west@homeoffice.gov.uk](mailto:daniel.west@homeoffice.gov.uk) in copy, alongside the PO number.

## **CONTRACT MANAGEMENT**

[Please include details that will impact on the Supplier regarding their attendance and/or responsibilities in relation to contract review meetings or progress reporting.]

## **LOCATION**

The location of the Services will be carried out remotely.